



**Town of Marshville  
Town Council Meeting  
Monday, May 4, 2015, 7:00 PM  
Marshville Town Hall**

**AGENDA**

- 1. Call to Order/Invocation/Pledge of Allegiance**
- 2. Adoption of Agenda for the Meeting**
- 3. Public Comment**  
*Please sign in at the podium. Before speaking, state your name and address and limit comments to two minutes.*
- 4. Consent Agenda**
  - April 6, 2015 Town Council Minutes – Regular Meeting
  - Budget Report as of February 28, 2015
  - Budget Report as of March 31, 2015
  - Budget Amendment #2015-07 – Donation from Union Co. Crime Stoppers to the Police Dept.
  - Proclamation – National Police Week, May 10 – 16, 2015
  - Proclamation – Municipal Clerks Week, May 3 – 9, 2015
- 5. Approve Resolution and advertisement authorizing the sale of surplus property by Electronic Public Auction**
- 6. Discussion and Possible Action Regarding the Contract for Mowing and Landscaping of Town Property – Evergreen Lawn Service**
- 7. Discussion and possible action regarding a 12 month lease agreement for 129 West Main Street, Marshville, NC - Affordable Cleaners**
- 8. Discussion and possible action regarding Town Building Maintenance**
- 9. Discussion and possible action regarding Traffic Safety Issues**
- 10. Discussion and possible action concerning the Solid Waste Contract**
- 11. Call for a Public Hearing to Amend the Town of Marshville Code of Ordinances, Title V, Chapter 50. Garbage and Refuse Collection**
- 12. Discussion and possible action regarding setting dates for special meeting(s) for FY2015-16 Budget Work Session(s)**
- 13. Discussion and possible action concerning Board Appointments**
- 14. Discussion and possible action concerning an ABC Board**
- 15. Town Manager's Report**

**Town of Marshville  
Town Council Meeting  
Monday, April 6, 2015  
Marshville Town Hall – 201 West Main St.**

**Regular Meeting**

**Present:** Mayor Deese, Mayor Pro-Tem Virginia Morgan, Council Members Norma Carpenter, Gary Huntley and Jim Rowell. Council Member Margaret Bivens was absent due to illness.

**Staff Present:** Town Manager, Fern Shubert; Clerk/Finance Officer, Tonya Johnson; Town Attorney, Bobby Griffin; Director of Public Works, Bivens Steele; Director of Utilities, Alicia Melton; Chief of Police, Matt Tarlton; Community Development Director, Alan Thiffault

**Call to Order/Invocation/Pledge of Allegiance**

Mayor Deese called the meeting to order at 7:01 pm and welcomed everyone in attendance. The invocation was offered by Council Member Huntley. The Pledge of Allegiance was given by everyone.

**Adoption of Agenda for the Meeting**

Mayor Deese requested that agenda item #14 be moved to agenda item #5 and the items following be renumbered. A motion to accept this request was made by Council Member Carpenter, seconded by Council Member Huntley and passed unanimously. Mayor Deese also requested to add to the agenda as item #15 a discussion concerning documentation received from Anderson Healthcare's attorney. A motion to accept this request was made by Council Member Rowell, seconded by Mayor Pro-Tem Morgan and passed unanimously. A motion to adopt the agenda for the meeting as revised was made by Council Member Rowell, seconded by Council Member Carpenter and passed unanimously.

**Public Comment**

There were no public comments.

**March 2, 2015 Town Council Minutes**

A motion to approve the minutes from the March 2, 2015 council meeting as received was made by Council Member Carpenter. The motion was seconded by Council Member Rowell and passed unanimously.

**Discussion and possible action regarding recommendation of bid award for Water and Sewer Improvements to serve Anderson Healthcare**

Mr. Bill Lester of LKC Engineering, PLLC, presented a summary of the bid recommendations for the project. Terry's Plumbing & Utilities, Inc. was the low bidder with a bid amount of \$678,595.00. Mr. Lester's recommendation was to award the bid to the low bidder. Mr. Lester explained that part of the grant includes upgrading pumps at the lagoon. Terry's Plumbing & Utilities, Inc. bid is within the budget and will allow for the pump upgrades. The second lowest bidder was James E. Harris Construction with a bid of \$762,162.84 and third lowest bidder was Dellinger with a bid of \$889,670.00. Mr. Lester commented that he was aware of some of the concerns staff and council members have with Terry's Plumbing as it pertains the Handy Sanitary District. Mr. Lester stated that he has no issue with Terry's Plumbing and has no reason to doubt that he can execute the project using Terry's Plumbing. Mr. Lester explained that the town may need to back down on the proposed work on the pumps if the town doesn't go with the lower bid. Mr. Lester stated that grant

**Discussion and possible action concerning a resolution for a 12 month lease for the property at 107 N. Elm Street**

Alan Thifault, Community Development Director, stated that the property at 107 N. Elm Street has been shown three times and a potential tenant is ready to sign a lease agreement. The tenant will operate a tobacco and cigar store and would like to begin leasing effective April 15, 2015. The proposed rent is \$500 per month. The tenant has agreed to pay a \$500 security deposit plus the first month's rent and has requested that the second month's rent be waived in order to do some updates to the building. Council Member Rowell questioned whether this type of store sells synthetic marijuana. Mayor Pro-Tem Morgan stated that the lease can specifically state "No sales of illegal substances". A motion was made by Council Member Rowell to authorize the 12 month lease for the property at 107 N. Elm Street for \$500 per month; and further, to accept a \$500 security deposit and the first month's rent, grant the 2<sup>nd</sup> month's rent free, and authorize the manager to execute the lease. The motion was seconded by Council Member Carpenter and passed unanimously.

**Discussion and possible action regarding Official Payments proposal for Online Bill Pay/Telephone Pay Services**

Alicia Melton, Director of Utilities reported that staff has been looking into various companies that offer online bill pay. Official Payments is the company used by the IRS and many medical facilities. A link to Official Payments would be made available from the town's website to offer the online bill pay option. This would promote the town's website and possibly reduce delinquent accounts. The Director of Utilities recommended that a payment station be set up in Town Hall versus taking face to face debit/credit card payments. This would ensure that every customer pays the same fees and would eliminate debit/credit card fees the town is currently absorbing. This change in process would not affect customer service. The Director of Utilities commented that the earliest implementation date would be sixty days. A motion to allow staff to forward on the implementation of online bill pay with Official Payments and to authorize staff to discontinue over the counter debit/credit card payments was made by Council Member Rowell. The motion was seconded by Council Member Huntley and passed unanimously.

**Discussion and possible action concerning Data to Doorstep Statement Print and Mail Services proposal by Professional Mail Services, Inc.**

Alicia Melton, Director of Utilities, reported that she has looked into outsourcing utility bill printing. Professional Mail Services, Inc. would provide an 8 ½ x 11 bill which will allow for better detail of the rates/charges as well as more information on the bill. The quoted price is \$.06/statement. Ms. Melton explained that the cost of postage will increase; however, extra funds were included in the budget for several extra mailings per year. The manager commented that the current postcard bill doesn't allow for a whole lot of communication with customers. Mayor Deese asked if a logo can be included on the bill. Ms. Melton stated that the bill can have a logo. Ms. Melton explained that a full size bill provides a way for customers to see exactly what they are being charged for since costs can be broken down, providing greater transparency. A motion to approve and move forward with outsourcing utility bill printing with Professional Mail Services, Inc. was made by Council Member Rowell. The motion was seconded by Council Member Huntley and passed unanimously.

**Discussion and action concerning Union County providing service to a customer residing with the Town of Marshville corporate limits**

Bivens Steele, Public Works Director, updated council members about a water problem on Hwy. 74. Public Works crew members dug approximately 12' and could not locate the line. An estimate to bore under the highway and run a service line to the affected property was approximately \$8,000. Union County has a nearby line. Mr. Steele discussed the possibility of tying onto the county line

Council Member Rowell thanked Alan Thifault and the public works department for their help with the Litter Patrol project. He also thanked the public works department for their help with the recent cemetery cleanup. Council Member Rowell reported that the Woodman of the World has presented the town with two new flags. Council Member Rowell commented that the Easter Egg Hunt drew a good crowd.

Council Member Carpenter stated that some good decisions were made tonight.

Mayor Deese made council members aware of their new email addresses which were included in the agenda packet.

**CLOSED SESSION (8:45 pm)**

**Action Resulting from Closed Session (9:03 pm)**

Council Member Rowell made a motion to release the minutes from the April 1, 2013 closed session meeting. The motion was seconded by Mayor Pro-Tem Morgan and passed unanimously.

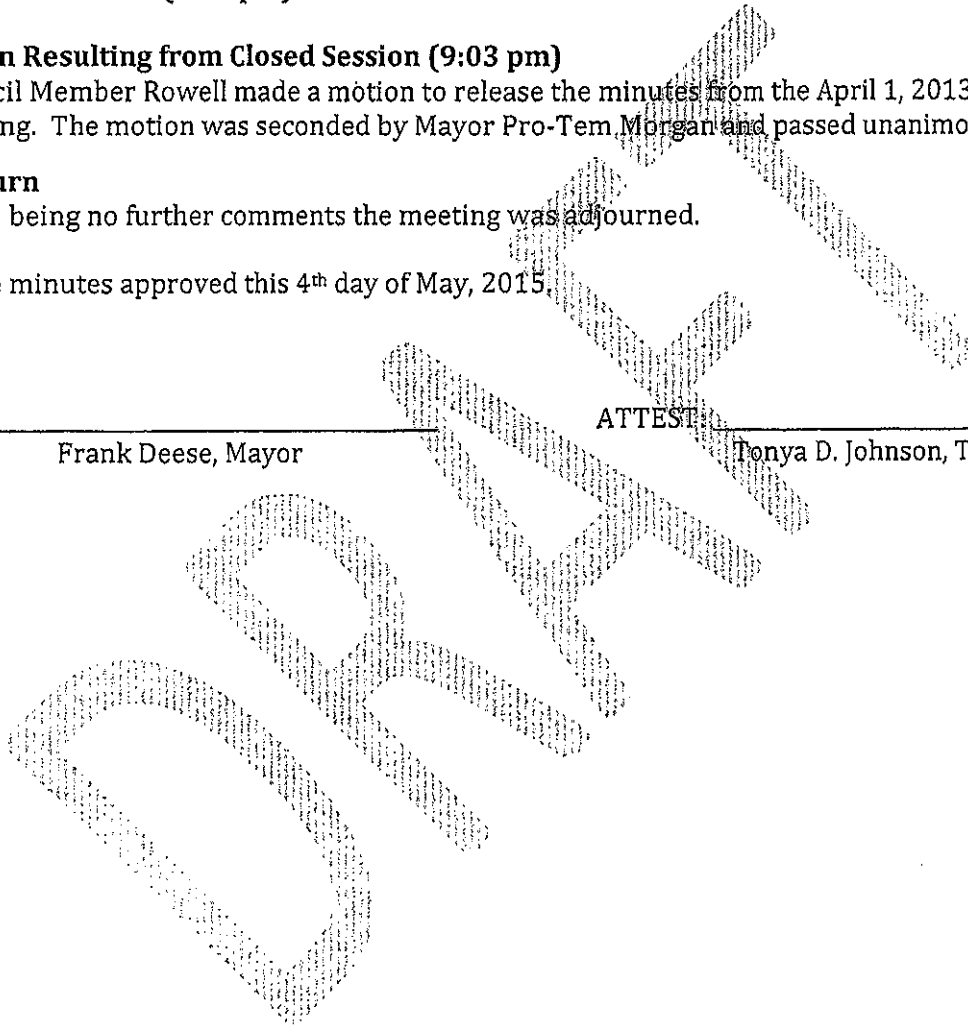
**Adjourn**

There being no further comments the meeting was adjourned.

These minutes approved this 4<sup>th</sup> day of May, 2015.

By: \_\_\_\_\_  
Frank Deese, Mayor

ATTEST: \_\_\_\_\_  
Tonya D. Johnson, Town Clerk





2014-2015

| FUND 10 REVENUES           |                             |
|----------------------------|-----------------------------|
| Revenues                   |                             |
| 10-3010-0100               | Ad Valorem Taxes            |
| 10-3010-0100               | Motor Vehicles              |
| 10-3010-0500               | Prior Year Tax Collect      |
| 10-3170-0000               | Tax Penalties & Interest    |
| 10-3250-0000               | Privilege Licenses          |
| 10-3260-0000               | Vehicle Rental Tax          |
| 10-3290-0000               | Interest on Investments     |
| 10-3317-0000               | Controlled Substance Tax    |
| 10-3318-0000               | Police Grant                |
| 10-3318-0050               | Pedestrian Planning Gr      |
| 10-3318-0200               | CMAQ Revenue                |
| 10-3319-0000               | Police Calendar Sales       |
| 10-3319-0100               | Police Protection Rev       |
| 10-3319-0200               | National Night Out Proceeds |
| 10-3350-0000               | Miscellaneous               |
| 10-3350-0100               | Sale of Fixed Asset         |
| 10-3350-0200               | Cash Short                  |
| 10-3350-0000               | Insurance Proceeds          |
| 10-3360-0100               | Reimbursement Proceeds      |
| 10-3370-0000               | Franchise Tax - Utilities   |
| 10-3370-0100               | Franchise Tax - Cable TV    |
| 10-3370-0200               | Solid Waste Disposal Tax    |
| 10-3430-0000               | Powell Bill Allocation      |
| 10-3450-0000               | Local Option Sales Tax      |
| 10-3450-0010               | Sales Tax Art. 39           |
| 10-3450-0020               | Sales Tax Art. 40           |
| 10-3450-0030               | Sales Tax Art. 42           |
| 10-3450-0040               | Sales Art. 44               |
| 10-3450-0050               | Sales Tax Hold Harmless     |
| 10-3450-0200               | Beer & Wine Tax Distr       |
| 10-3491-0000               | Planning/Zoning Fees        |
| 10-3510-0000               | Court Cost Fees & Charges   |
| 10-3590-0000               | Refuse Collection Fees      |
| 10-3610-0000               | Cemetery - Sale of Lot      |
| 10-3610-0100               | Cemetery - Donations        |
| 10-3610-0200               | Cemetery - Grave Opening    |
| 10-3650-0000               | Recreation Activity Fees    |
| 10-3650-0100               | Grant for Park              |
| 10-3650-0120               | Community Development       |
| 10-3650-0130               | Skatepark Donations         |
| 10-3650-0200               | Park Concessions            |
| 10-3650-0300               | Facilities Rental Fee       |
| 10-3710-0400               | Late Fee                    |
| 10-3834-0000               | Property Leases             |
| 10-3984-0000               | Transfer From 40 Fund       |
| 10-3990-0000               | Encumbered Fund Balance     |
| 10-3990-0100               | Encumbered Powell Bill      |
| 10-3990-0200               | Encumbered Cort. Substance  |
| 10-3990-0300               | Encumbered Solid Waste      |
| Total Revenues for Fund 10 |                             |

| Budget       | YTD            | Percent |
|--------------|----------------|---------|
|              | as of 02/28/15 |         |
| 727,000.00   | 727,590.97     | 100%    |
| 58,200.00    | 47,964.37      | 82%     |
| 11,000.00    | 8,034.11       | 73%     |
| 4,500.00     | 2,551.66       | 57%     |
| 2,500.00     | 2,394.50       | 96%     |
| 0.00         | 0.07           |         |
| 7,000.00     | 234.35         | 3%      |
| 0.00         | 188.75         |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 300.00       | 330.00         | 110%    |
| 0.00         | 968.00         |         |
| 0.00         | 210.00         |         |
| 2300.00      | 2,386.40       | 104%    |
| 0.00         | 4,455.00       |         |
| 0.00         | -206.23        |         |
| 2299.80      | 2299.80        |         |
| 0.00         | 14.32          |         |
| 170,000.00   | 94,822.97      | 56%     |
| 1,600.00     | 0.00           |         |
| 1,500.00     | 1,167.57       | 78%     |
| 69,000.00    | 70,095.76      | 102%    |
| 0.00         | 0.00           |         |
| 61,000.00    | 53,035.76      | 87%     |
| 47,000.00    | 37,326.14      | 79%     |
| 30,000.00    | 28,217.03      | 94%     |
| 0.00         | 9.44           |         |
| 48,000.00    | 37,256.06      | 78%     |
| 10,000.00    | 0.00           |         |
| 1,000.00     | 3,560.00       | 356%    |
| 1,200.00     | 714.50         | 60%     |
| 196,500.00   | 134,701.62     | 69%     |
| 3,750.00     | 3,750.00       | 100%    |
| 5940.00      | 5940.00        |         |
| 0.00         | 0.00           |         |
| 300.00       | 360.00         | 120%    |
| 0.00         | 0.00           |         |
| 200.00       | 200.00         |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 2,200.00     | 1,794.17       | 82%     |
| 0.00         | 0.00           |         |
| 63,100.00    | 38,661.48      | 61%     |
| 0.00         | 0.00           |         |
| 20,960.00    | 0.00           |         |
| 56,000.00    | 0.00           |         |
| 0.00         | 0.00           |         |
| 9,922.00     | 0.00           |         |
| 1,614,261.80 | 1,311,128.57   | 81%     |

Revenue over (under) expenses:

\$ 361,996.44

2013-2014

| Budget       | YTD            | Percent |
|--------------|----------------|---------|
|              | as of 02/28/14 |         |
| 722,100.00   | 718,523.92     | 100%    |
| 57,500.00    | 51,344.17      | 89%     |
| 10,200.00    | 9,485.88       | 93%     |
| 3,700.00     | 3,458.82       | 93%     |
| 1,500.00     | 3,072.75       | 205%    |
| 0.00         | 0.00           |         |
| 8,500.00     | 245.03         | 3%      |
| 0.00         | 0.00           |         |
| 8,812.30     | 8,812.30       | 100%    |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 300.00       | 340.00         | 113%    |
| 0.00         | 2.00           |         |
| 1,450.00     | 2,460.97       | 170%    |
| 3,000.00     | 0.00           | %       |
| 0.00         | -3.00          |         |
| 38,667.45    | 39,017.67      | 101%    |
| 0.00         | 22.40          |         |
| 170,000.00   | 87,578.78      | 52%     |
| 2,800.00     | 1,247.00       | 45%     |
| 1,500.00     | 990.75         | 66%     |
| 67,000.00    | 68,638.65      |         |
| 0.00         | 0.00           |         |
| 52,000.00    | 43,224.13      | 83%     |
| 41,100.00    | 30,242.05      | 74%     |
| 28,900.00    | 23,023.09      | 80%     |
| 0.00         | 13.82          |         |
| 40,000.00    | 32,191.14      | 80%     |
| 10,000.00    | 0.00           |         |
| 1,000.00     | 2,045.00       | 205%    |
| 1,500.00     | 807.31         | 54%     |
| 193,000.00   | 127,611.62     | 66%     |
| 5,000.00     | 3,000.00       |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 2,200.00     | 90.00          |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 2,500.00     | 1,886.67       | 75%     |
| 0.00         | 50.00          |         |
| 49,200.00    | 31,478.16      | 64%     |
| 0.00         | 0.00           |         |
| 35,249.11    | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0            | 0.00           |         |
| 1,558,678.86 | 1,290,901.08   | 83%     |

\$ 408,431.24

2014-2015

| FUND 30 REVENUES                     |                     |
|--------------------------------------|---------------------|
| Revenues                             |                     |
| 30-1350-0000 Utility Refunds         | 0.00                |
| 30-2290-0100 Contrib. - Spec. Rev.   | -2382.74            |
| 30-3290-0000 Interest on Investments | 0.00                |
| 30-3350-0000 Miscellaneous Income    | 9,000.00            |
| 30-3350-0100 Sales of Fixed Assets   | 0.00                |
| 30-3350-0300 Donated Assets          | 0.00                |
| 30-3350-0400 Grant Proceeds          | 0.00                |
| 30-3360-0000 Insurance Proceeds      | 0.00                |
| 30-3360-0100 Reimbursements Proceeds | 0.00                |
| 30-3710-0000 Charges Utilities Water | 571,800.00          |
| 30-3710-0100 Charges Utilities Sewer | 759,170.00          |
| 30-3710-0300 Delinquent Fees         | 18,000.00           |
| 30-3710-0400 Late Fees               | 25,000.00           |
| 30-3710-0500 Returned Check Fee      | 0.00                |
| 30-3710-0600 Service Initiation Fee  | 3,500.00            |
| 30-3710-0700 Service Call Fee        | 0.00                |
| 30-3710-0800 After Hours Reconnect   | 0.00                |
| 30-3710-0900 Tampering Fee           | 0.00                |
| 30-3730-0000 Tap Fees - Water        | 4,800.00            |
| 30-3730-0100 Tap Fees - Sewer        | 14,000.00           |
| 30-3740-0000 Bad Debts               | 0.00                |
| 30-3800-0000 Capital Contributions   | 0.00                |
| 30-3940-0000 Transfer From Gen Fund  | 0.00                |
| 30-3990-0000 Encumbered Fund Balance | 0.00                |
| <b>Total Revenues for Fund 30</b>    | <b>1,405,070.00</b> |

| Budget       | YTD            | Percent |
|--------------|----------------|---------|
|              | as of 03/31/15 |         |
| 0.00         | -2382.74       |         |
| 0.00         | 0.00           |         |
| 9,000.00     | 785.32         | 9%      |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 41.79          |         |
| 571,800.00   | 488,715.15     | 85%     |
| 759,170.00   | 571,692.77     | 75%     |
| 18,000.00    | 15,800.00      | 88%     |
| 25,000.00    | 21,191.12      | 85%     |
| 0.00         | 675.00         |         |
| 3,500.00     | 3,675.00       | 105%    |
| 0.00         | 0.00           |         |
| 0.00         | 220.00         |         |
| 0.00         | 934.00         |         |
| 4,800.00     | 0.00           |         |
| 14,000.00    | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 1,405,070.00 | 1,101,347.41   | 78%     |

2013-2014

| FUND 30 REVENUES                     |                     |
|--------------------------------------|---------------------|
| Revenues                             |                     |
| 30-1350-0000 Utility Refunds         | 0.00                |
| 30-2290-0100 Contrib. - Spec. Rev.   | -5128.93            |
| 30-3290-0000 Interest on Investments | 0.00                |
| 30-3350-0000 Miscellaneous Income    | 7,500.00            |
| 30-3350-0100 Sales of Fixed Assets   | 0.00                |
| 30-3350-0300 Donated Assets          | 0.00                |
| 30-3350-0400 Grant Proceeds          | 0.00                |
| 30-3360-0000 Insurance Proceeds      | 0.00                |
| 30-3360-0100 Reimbursements Proceeds | 0.00                |
| 30-3710-0000 Charges Utilities Water | 503,339.00          |
| 30-3710-0100 Charges Utilities Sewer | 564,283.00          |
| 30-3710-0300 Delinquent Fees         | 10,800.00           |
| 30-3710-0400 Late Fees               | 30,000.00           |
| 30-3710-0500 Returned Check Fee      | 0.00                |
| 30-3710-0600 Service Initiation Fee  | 3,250.00            |
| 30-3710-0700 Service Call Fee        | 0.00                |
| 30-3710-0800 After Hours Reconnect   | 0.00                |
| 30-3710-0900 Tampering Fee           | 0.00                |
| 30-3730-0000 Tap Fees - Water        | 10,500.00           |
| 30-3730-0100 Tap Fees - Sewer        | 7,000.00            |
| 30-3740-0000 Bad Debts               | 0.00                |
| 30-3800-0000 Capital Contributions   | 0.00                |
| 30-3940-0000 Transfer From Gen Fund  | 0.00                |
| 30-3990-0000 Encumbered Fund Balance | 80,041.97           |
| <b>Total Revenues for Fund 30</b>    | <b>1,216,713.97</b> |

| Budget       | YTD            | Percent |
|--------------|----------------|---------|
|              | as of 03/31/14 |         |
| 0.00         | -5128.93       |         |
| 0.00         | 0.00           |         |
| 7,500.00     | 105.12         | 1%      |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 11,900.00      |         |
| 0.00         | 134.85         |         |
| 0.00         | 0.00           |         |
| 503,339.00   | 417,169.07     | 83%     |
| 564,283.00   | 422,653.22     | 75%     |
| 10,800.00    | 19,950.00      | 185%    |
| 30,000.00    | 18,896.15      | 63%     |
| 0.00         | 634.29         |         |
| 3,250.00     | 3,275.00       | 101%    |
| 0.00         | 0.00           |         |
| 0.00         | 425.00         |         |
| 0.00         | 400.00         |         |
| 10,500.00    | 0.00           |         |
| 7,000.00     | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 0.00         | 0.00           |         |
| 80,041.97    | 0.00           |         |
| 1,216,713.97 | 890,413.77     | 73%     |

| FUND 30 EXPENDITURES              |                     |
|-----------------------------------|---------------------|
| Expenses                          |                     |
| 30-5310 Safety                    | 0.00                |
| 30-6601 Contingency               | 5,000.00            |
| 30-7000 Transfer                  | 0.00                |
| 30-8280 Water Operations          | 640,900.00          |
| 30-8290 Sewer Operations          | 759,170.00          |
| <b>Total Revenues for Fund 30</b> | <b>1,405,070.00</b> |

| Budget       | YTD            | Percent |
|--------------|----------------|---------|
|              | as of 03/31/15 |         |
| 0.00         | 0.00           |         |
| 5,000.00     | 0.00           |         |
| 0.00         | 0.00           |         |
| 640,900.00   | 343,169.62     | 54%     |
| 759,170.00   | 445,474.11     | 59%     |
| 1,405,070.00 | 788,643.73     | 56%     |

| Budget       | YTD            | Percent |
|--------------|----------------|---------|
|              | as of 03/31/14 |         |
| 0.00         | 0.00           |         |
| 5,000.00     | 0.00           |         |
| 0.00         | 0.00           |         |
| 586,028.76   | 299,061.84     | 51%     |
| 625,685.21   | 454,134.15     | 73%     |
| 1,216,713.97 | 753,195.99     | 62%     |

Reflects Current Year Outstanding Payables to Union Co. - Sewer of \$159,178.58  
 \*\*Total Outstanding Payables to Union Co. - Sewer = \$192,831.29

Revenue over (under) expenses \$ 312,703.68

2014-2015

| FUND 10 REVENUES           | Budget       | as of 10/31/13 | YTD          | Percent |
|----------------------------|--------------|----------------|--------------|---------|
| 10-3010-0000               | 727,000.00   |                | 748,508.03   | 103%    |
| 10-3010-0100               | 58,200.00    |                | 64,526.88    | 94%     |
| 10-3010-0500               | 11,000.00    |                | 9,616.57     | 87%     |
| 10-3170-0000               | 4,500.00     |                | 3,546.88     | 79%     |
| 10-3250-0000               | 2,500.00     |                | 2,444.50     | 98%     |
| 10-3260-0000               | 0.00         |                | 0.07         |         |
| 10-3290-0000               | 7,000.00     |                | 273.53       | 4%      |
| 10-3317-0000               | 0.00         |                | 188.75       |         |
| 10-3318-0000               | 0.00         |                | 0.00         |         |
| 10-3318-0050               | 0.00         |                | 0.00         |         |
| 10-3318-0200               | 0.00         |                | 0.00         |         |
| 10-3319-0000               | 300.00       |                | 330.00       | 110%    |
| 10-3319-0100               | 0.00         |                | 968.00       |         |
| 10-3319-0200               | 0.00         |                | 210.00       |         |
| 10-3350-0000               | 2300.00      |                | 2,416.40     | 105%    |
| 10-3350-0100               | 0.00         |                | 4,455.00     |         |
| 10-3350-0200               | 0.00         |                | -208.80      |         |
| 10-3360-0000               | 2299.80      |                | 2299.80      |         |
| 10-3360-0100               | 0.00         |                | 14.32        |         |
| 10-3370-0000               | 170,000.00   |                | 148,458.90   | 87%     |
| 10-3370-0100               | 1,600.00     |                | 0.00         |         |
| 10-3370-0200               | 1,500.00     |                | 1,167.57     | 78%     |
| 10-3430-0000               | 69,000.00    |                | 70,095.76    | 102%    |
| 10-3450-0000               | 0.00         |                | 0.00         |         |
| 10-3450-0010               | 61,000.00    |                | 60,902.07    | 100%    |
| 10-3450-0020               | 47,000.00    |                | 42,997.88    | 91%     |
| 10-3450-0030               | 30,000.00    |                | 32,397.04    | 108%    |
| 10-3450-0040               | 0.00         |                | 11.86        |         |
| 10-3450-0050               | 48,000.00    |                | 43,003.78    | 90%     |
| 10-3450-0200               | 10,000.00    |                | 0.00         |         |
| 10-3491-0000               | 1,000.00     |                | 3,760.00     | 376%    |
| 10-3510-0000               | 1,200.00     |                | 841.71       | 70%     |
| 10-3590-0000               | 196,500.00   |                | 152,055.29   | 77%     |
| 10-3610-0000               | 3,750.00     |                | 3,750.00     | 100%    |
| 10-3610-0100               | 5940.00      |                | 6140.00      |         |
| 10-3610-0200               | 0.00         |                | 0.00         |         |
| 10-3650-0000               | 300.00       |                | 558.75       | 186%    |
| 10-3650-0100               | 0.00         |                | 0.00         |         |
| 10-3650-0120               | 200.00       |                | 250.00       |         |
| 10-3650-0130               | 0.00         |                | 0.00         |         |
| 10-3650-0200               | 0.00         |                | 0.00         |         |
| 10-3650-0300               | 2,200.00     |                | 2,594.17     | 118%    |
| 10-3710-0400               | 0.00         |                | 0.00         |         |
| 10-3834-0000               | 63,100.00    |                | 46,243.32    | 73%     |
| 10-3984-0000               | 0.00         |                | 0.00         |         |
| 10-3990-0000               | 20,950.00    |                | 0.00         |         |
| 10-3990-0100               | 56,000.00    |                | 0.00         |         |
| 10-3990-0200               | 0.00         |                | 0.00         |         |
| 10-3990-0300               | 9,922.00     |                | 0.00         |         |
| Total Revenues for Fund 10 | 1,614,261.80 |                | 1,444,818.03 | 90%     |

Revenue over (under) expenses:

\$ 338,869.24

2013-2014

| Budget       | as of 03/31/14 | YTD          | Percent |
|--------------|----------------|--------------|---------|
| 722,100.00   |                | 739,009.79   | 102%    |
| 57,500.00    |                | 60,546.53    | 105%    |
| 10,200.00    |                | 10,817.87    | 106%    |
| 3,700.00     |                | 4,288.67     | 116%    |
| 1,500.00     |                | 3,110.25     | 207%    |
| 0.00         |                | 0.00         |         |
| 8,500.00     |                | 275.45       | 3%      |
| 0.00         |                | 0.00         |         |
| 8,812.30     |                | 8,812.30     | 100%    |
| 0.00         |                | 0.00         |         |
| 0.00         |                | 0.00         |         |
| 300.00       |                | 340.00       | 113%    |
| 0.00         |                | 2.00         |         |
| 1,450.00     |                | 3,582.89     | 247%    |
| 3,000.00     |                | 0.00         |         |
| 0.00         |                | - 3.00       |         |
| 38,667.45    |                | 39,017.67    | 101%    |
| 0.00         |                | 24.97        |         |
| 170,000.00   |                | 128,604.22   | 76%     |
| 2,800.00     |                | 1,247.00     | 45%     |
| 1,500.00     |                | 990.75       | 66%     |
| 67,000.00    |                | 68,638.65    |         |
| 0.00         |                | 0.00         |         |
| 52,000.00    |                | 49,011.52    | 94%     |
| 41,100.00    |                | 34,602.71    | 84%     |
| 28,900.00    |                | 26,109.55    | 90%     |
| 0.00         |                | 14.33        |         |
| 40,000.00    |                | 36,664.30    | 92%     |
| 10,000.00    |                | 0.00         |         |
| 1,000.00     |                | 2,145.00     | 215%    |
| 1,500.00     |                | 903.43       | 60%     |
| 193,000.00   |                | 144,515.27   | 75%     |
| 5,000.00     |                | 3,000.00     |         |
| 0.00         |                | 0.00         |         |
| 0.00         |                | 0.00         |         |
| 2,200.00     |                | 148.00       |         |
| 0.00         |                | 0.00         |         |
| 0.00         |                | 0.00         |         |
| 0.00         |                | 0.00         |         |
| 0.00         |                | 0.00         |         |
| 2,500.00     |                | 2,241.67     | 90%     |
| 0.00         |                | 50.00        |         |
| 49,200.00    |                | 37,215.50    | 76%     |
| 0.00         |                | 0.00         |         |
| 109,147.31   |                | 0.00         |         |
| 0.00         |                | 0.00         |         |
| 0.00         |                | 0.00         |         |
| 0            |                | 0.00         |         |
| 1,632,577.06 |                | 1,405,927.29 | 86%     |

\$ 414,870.39



# Town of Marshville

## AMENDMENT

#2015 - 07

2014 - 2015 Budget Ordinance

**BE IT ORDAINED** by the Marshville Town Council that the 2014 - 2015 Budget Ordinance be amended as follows:

### Section 1. General Fund

|          |              |                       |            |
|----------|--------------|-----------------------|------------|
| Increase | 10-3350-0000 | Miscellaneous Revenue | \$1,128.60 |
|----------|--------------|-----------------------|------------|

|                       |  |  |                          |
|-----------------------|--|--|--------------------------|
| <b>Total Increase</b> |  |  | <b><u>\$1,128.60</u></b> |
|-----------------------|--|--|--------------------------|

|          |         |                   |            |
|----------|---------|-------------------|------------|
| Increase | 10-5100 | Police Department | \$1,128.60 |
|----------|---------|-------------------|------------|

|                       |  |  |                          |
|-----------------------|--|--|--------------------------|
| <b>Total Increase</b> |  |  | <b><u>\$1,128.60</u></b> |
|-----------------------|--|--|--------------------------|

Adopted this 4th day of May, 2015.

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Franklin D. Deese, Mayor

ATTEST:

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Tonya Johnson, Town Clerk

This Budget Amendment provides for: Donation from Union Co. Crime Stoppers for a computer for the Police Dept.

**Proclamation  
National Police Week 2015  
May 10 – 16, 2015**

**WHEREAS**, the Congress of the United States has designated May 15<sup>th</sup> each year to be Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

**WHEREAS**, the members of the Marshville Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the Town of Marshville; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazard and sacrifices of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, the members of the Marshville Police Department unceasingly provide a vital public service;

**NOW, THEREFORE**, we, the Marshville Town Council, proclaim the week of May 10 – 16, 2015, as Police Week, commemorating our law enforcement officers, past and present, who served our community and, in doing so, have helped preserve the right and security of our citizens.

I further call upon all citizens of the Town of Marshville to observe May 15, 2015, as Peace Officers' Memorial Day in honor of those law enforcement officers who have made the ultimate sacrifice in service to their communities or have become disabled in the performance of duty.

**PROCLAIMED**, signed and sealed this 4<sup>th</sup> day of May, 2015.

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Franklin D. Deese, Mayor  
Town of Marshville

Attest: \_\_\_\_\_  
Tonya D. Johnson  
Town Clerk

**TOWN OF MARSHVILLE PROCLAMATION  
RECOGNIZING MAY 3 – 9, 2015 AS MUNICIPAL CLERKS WEEK**

**Whereas,** The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

**Whereas,** The Office of the Municipal Clerk is one of the oldest positions in local government, and

**Whereas,** The Office of the Municipal Clerk plays an essential role in local government and the community, and

**Whereas,** Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

**Whereas,** The Municipal Clerk serves as the information center on functions of local government and community.

**Whereas,** Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

**Whereas,** It is appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

**Therefore,** the Town of Marshville Town Council, do hereby recognize the week of May 3 through May 9, 2015, as Municipal Clerks Week, and extend appreciation to our Municipal Clerk, Tonya Johnson, and to all Municipal Clerks for the services they perform and their exemplary dedication to the communities they represent.

**IN WITNESS THEREOF,** I have hereunto set my hand and caused the Seal of the Town of Marshville to be affixed this 4<sup>th</sup> day of May 2015.

\_\_\_\_\_  
Franklin Deese, Mayor

SEAL

ATTEST:

\_\_\_\_\_  
Tonya Johnson, Town Clerk

**RESOLUTION  
AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY BY  
ELECTRONIC PUBLIC AUCTION**

WHEREAS, G.S. 160A-270 allows the Marshville Town Council to sell personal property at public auction upon adoption of a resolution authorizing the approval officer to dispose of property at public auction;

WHEREAS, the following property listed below is no longer needed for any governmental use by the Town of Marshville and that the Town Manager recommends that the property listed be sold at electronic auction as surplus property;

- 1) Leg Extension/Leg Curl Machine
- 2) Shoulder Press/Lateral Pull Machine
- 3) Chest/Back Pectoral Machine
- 4) Squat/Leg Press Machine
- 5) Glut Press Machine
- 6) Precor Stepper Model C762
- 7) Weslo Cadence Treadmill Model ex16
- 8) PowerTec Home Gym System (includes 250 lbs. free weights & weight rack)
- 9) (6) Recovery Boards

WHEREAS, it is the intent of the Town to sell the items listed above by electronic public auction at [www.govdeals.com](http://www.govdeals.com) beginning 8:00 a.m., May 18, 2015 and ending at staggered times beginning at 7:00 pm, May 30, 2015;

WHEREAS, it is understood that the Town authorizes GovDeals to collect all auction proceeds due the Town from the winning bidder and remit the auction proceeds to the Town less the 5% Buyers Premium;

WHEREAS, be it resolved, by the Marshville Town Council that the Town Manager or her designee is authorized to sell by electronic auction at [www.govdeals.com](http://www.govdeals.com) beginning at 8:00 a.m., May 18, 2015 and ending at staggered times beginning at 7:00 pm, May 30, 2015;

WHEREAS, items to be sold are as is, where is, without warranty, and all sales are final;

NOW, THEREFORE BE IT RESOLVED, that the Marshville Town Council hereby declares said property as surplus and authorizes the Town Manager to sell said property at electronic public auction to the highest bidder.

This the 4<sup>th</sup> day of May, 2015.

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Franklin D. Deese, Mayor

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Tonya D. Johnson, Town Clerk

# Proposal

**EVERGREEN LAWN SERVICE**  
2205 New Salem Road • Monroe, NC 28110  
289-2066

|  |              |                              |
|--|--------------|------------------------------|
| PROPOSAL SUBMITTED TO:<br><i>Town of MARSHVILLE.</i> | PHONE        | DATE<br><i>MARCH 26 2015</i> |
| STREET   | JOB NAME     |                              |
| CITY, STATE AND ZIP CODE                             | JOB LOCATION |                              |

We hereby submit specifications and estimates for:

*Mowing & Trimming the following  
Town Properties. Every Two week's or  
When Needed.*

*1. MARSHVILLE PARK. 300.00 each cut.*

*2. MARSHVILLE DOWNTOWN PROPERTY - 100.00 each cut*

*3. MARSHVILLE CITY CEMETERY - 525.00 each cut*

**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

*To be billed After each cut, and be paid.*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

*Charles D. Boyer*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal

— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**NORTH CAROLINA  
UNION COUNTY**

**SERVICE CONTRACT  
LAWN CARE & LANDSCAPING**

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between the Town of Marshville, State of North Carolina, a municipal corporation, hereinafter called "Town", and Mr. Charles Boyce, owner of Evergreen Lawn Service, an independent contractor, hereinafter called "Contractor".

WHEREAS, the Contractor is qualified to provide lawn and landscaping services;

WHEREAS, the Town desires the Contractor to provide lawn and landscaping services.

NOW, THEREFORE, in consideration of the mutual agreements and considerations contained herein, the Town and the Contractor hereby agree as follows:

**1. Scope of Services:**

- Contractor will furnish all necessary labor and equipment to mow, trim, and provide general landscaping maintenance for the following area:
  - Downtown Area – Town Hall, Community Center, Marshville Museum and Cultural Center, Police Department
  - Marshville Municipal Cemetery
  - Marshville Municipal Park
- Contractor shall trim along all structures, signs, sidewalks, cemetery markers, telephone poles, etc. each time properties are mowed and apply necessary pesticides as needed
- When mowing, any new trash will need to be removed beforehand by the Contractor. Contractor shall not mow over trash.

**2. Term**

The term of the Agreement shall be for a period of one (1) year beginning July 1, 2015 to June 30, 2016 and shall be subject to extension or termination by either party.

**3. Hours of Work/Frequency/Schedule**

Both parties understand and agree that work provided is on an "as needed" basis and as such no set hours are required. Allowances may be considered regarding the above mowing schedule as determined jointly by the Contractor and the Town. All mowing should occur as needed, but not to exceed 30 times per year.

The following priorities should be observed regarding the mowing of the Cemetery

- November – just prior to Veteran's Day and Thanksgiving
- December – just prior to Christmas
- April – just prior to Easter
- May – just prior to Mother's Day and Memorial Day
- June – just prior to Father's Day and in preparation for Independence Day

**4. Rate**

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost. All labor costs, direct and indirect, have been determined and included in the proposed cost. Any anticipated increase in costs beginning July 1, 2016 shall be communicated in writing to the Town Manager prior to March 30 in order to prepare for the annual budget.

Marshville Town Hall  
201 West Main Street  
Marshville, NC 28103

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# TOWN OF MARSHVILLE

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est. 1877

(P) 704.624.2515  
(F) 704.624.0175  
[www.marshville.org](http://www.marshville.org)

Sean Epperson  
Deputy Traffic Engineer  
NCDOT - 10th Highway Division  
Union County District  
716 West Main Street  
Albemarle, North Carolina 28001

Subject: Marshville Expanded Speed Zones on US 74

Dear Mr. Epperson,

The following letter serves as a formal request by the Town of Marshville, NC to North Carolina Department of Transportation Division 10 to please expand the 35-M.P.H. speed zone on US 74 to Cuddy Drive in the west and Stegall Road in the east.

Please refer to the attached map "Attachment A" for the locations the Town of Marshville would like the speed zones expanded to.

If you have any questions or need of further information, please do not hesitate to call me at 704-624-2515.

Marshville staff and elected officials thank you and your staff at NCDOT Division 10 for your support.

Sincerely,

Jason Earliwine  
Assistant Planning, Zoning, & Subdivision Administrator  
Town of Marshville, NC

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## Discussion and possible action concerning the Solid Waste Contract

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In an effort to provide a more user-friendly approach to waste services while controlling costs, the staff recommends that Council extend the current solid waste contract with Waste Connections for a period of one year beginning July 1, 2015.

### Purpose:

In 2012, the Town entered into a solid waste contract with Waste Connections for a 3 year term with the option to extend the contract twice for a one year period. With the contract term expiring June 30, 2015, management began working on a request for proposals to send out to interested service providers. While considering what types of services we want to provide, how many customers we anticipate utilizing the services, and the affordability of services to our customers, we found that there are many unknowns that need to be settled before entering a lengthy contract. Waste Connections has been contacted and they have agreed to continue the current contract for a one year term based on a reduced number of homes billed for both garbage and recycling services.

### Benefits of extending the current contract for one year:

- We will have time to research, develop, and implement a viable solution for a recycling center (affords the Town time to apply for grant funding if necessary)
- An inventory system can be implemented to ensure that customers are being billed for the services that they are utilizing (tagging/labeling of cans)
- We will be able to determine an accurate customer count for use in the RFP

Currently less than half of our customers utilize curbside recycling. By billing it separately, we may find that usage actually increases. If we request a new contract with significantly lower can counts for recycling, the cost per can will in all likelihood significantly increase. This year will give us a chance to get a better feel for what our customers actually want in the way of waste services.

### Costs Under Proposed Contract:

- Solid Waste - 900 homes per month @ \$9.41 (reduced from 915 homes)
- Recycling - 848 homes per month @ \$2.40 (reduced from 915 homes)
  
- Annual Solid Waste Costs = \$101,628.00 (FY 14-15 - \$103,321)
- Annual Recycling Costs = \$24,422.40 (FY 14-15 - \$26,352)



## SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this 2<sup>nd</sup> day of April, 2012, with an effective date of July 1, 2012 (the "Effective Date"), by and between WASTE CONNECTIONS OF NORTH CAROLINA, INC., a Delaware corporation licensed to do business in North Carolina (the "Contractor"), and the TOWN OF MARSHVILLE, a municipal corporation incorporated under the laws of North Carolina (the "Town").

WHEREAS, the Contractor is qualified to provide solid waste, recyclables and yard waste collection, hauling and disposal services; and

WHEREAS, the Town desires the Contractor to collect, haul and dispose of solid waste, recyclable material and yard waste within the incorporated boundaries of the Town of Marshville, North Carolina.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the Town and the Contractor hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement the following terms shall be deemed to have the meaning indicated below:

(a) **Bulky Waste** – non-putrescible solid waste consisting of combustible and/or non-combustible waste materials from residences, offices and businesses which are either too large or too heavy to be safely and conveniently loaded into solid waste transportation vehicles, including, but not limited to, stoves, bed springs and furniture

(b) **Customer(s)** – the designated residences, businesses and offices of the Town to receive collection, hauling and disposal services from the Contractor

(c) **Franchise Area** – all areas within the incorporated limits of the Town of Marshville, North Carolina

(d) **Hazardous Waste** – any liquid, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations

(e) **Recyclable Material** - materials that are diverted from the solid waste stream by consumers that can be processed and marketed for alternative use and reuse in various manufacturing processes thus reducing the waste stream, including, but not limited to, plastics, newsprint, paper, cardboard, various metals (both ferrous and non-ferrous) and glass

(f) **Solid Waste** – all useless or discarded putrescible and nonputrescible materials, including, but not limited to, garbage, rubbish, refuse, useless or discarded commercial, and specifically excluding Hazardous Waste.

(c) **Fuel Surcharge.** Every month, beginning with August 2012, the Contractor's fees shall be subject to a fuel adjustment as follows: an increase or decrease, as applicable, of two percent (2%) for every seven percent (7%) increase or decrease in the per gallon price of diesel fuel, to the extent such price is above the Benchmark (as hereinafter defined). The Contractor's rates are based upon an initial fuel cost of \$3.69 per gallon of Retail On Highway Diesel Prices (the "Benchmark"). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the U.S. Department of Energy's ("EIA/DOE") Weekly Retail On Highway Diesel Prices for the Southeast. The EIA/DOE currently publishes these prices on their website as follows: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the price of diesel fuel for the purposes of this section shall be obtained from the aforesaid website, and shall be that price published for the Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal holiday).

(d) **Other Adjustments.** The rates may also be adjusted to reflect additional direct costs incurred by the Contractor in the collection or disposal of solid waste pursuant to this Agreement as the result of changes to federal, state or local laws, ordinances, rules or regulations.

Any rate adjustments, except the fuel surcharge adjustments provided in Section 5(c) hereof, shall be subject to the provision of thirty (30) days advance written notice to the Town and the Customers.

6. **Schedule of Payment.** The amount due the Contractor shall be paid by the Town to the Contractor monthly on or before the last working day of each calendar month following the month which the billing covers, beginning in July 2012. This payment schedule will be based upon the Contractor properly invoicing the Town for the monthly amount by the fifteenth (15<sup>th</sup>) day of such month. The Town shall be responsible for all amounts due and owing to the Contractor hereunder. The Town's sole recourse for missed or deficient payments shall be to the Town only, and not to any Customer.

7. **Solid Waste Collection Services.** The Contractor shall collect Solid Waste from all designated residences, offices and businesses within the Franchise Area, once a week, on a schedule set by the Contractor and approved by the Town. Additionally, the Contractor shall collect all Bulky Waste set at the curb for collection by the Customer as part of the Customer's weekly Solid Waste collection. For each unit that does not have a Contractor approved container, the Contractor shall provide such unit with a ninety-five (95) gallon container to be used for the disposal of Solid Waste no later than June 30, 2013. The Contractor shall only be required to collect Solid Waste if it is placed in the containers provided and/or otherwise approved by the Contractor and such container is placed at the curb in front of such unit by 6:00 a.m. Additionally, the Contractor shall not be required to collect any overloaded container (either by weight or volume), when such overloading prohibits the safe collection of the container.

number of Customers serviced by the Contractor, and the Contractor shall not be required to provide the service set out in this Section 10(b) to more than five percent (5%) of the current total number of Customers serviced by the Contractor.

(c) The following are "holidays" for the purposes of this Agreement:

- (i) New Year's Day
- (ii) Luther King, Jr. Day
- (iii) Memorial Day
- (iv) Independence Day
- (v) Labor Day
- (vi) Thanksgiving Day
- (vii) Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday; provided, however, such decision in no way relieves the Contractor of its obligation to provide weekly collection services as specified. The Contractor will provide written notice of any alteration to their routine schedule to the Town ninety (90) days prior to the scheduled holiday.

11. **Hazardous Waste.** The Customers shall not deposit in the Contractor's equipment or place for collection by the Contractor any Hazardous Waste. Title to and liability for any Hazardous Waste shall remain with the Customer and/or generator of such Hazardous Waste, even if the Contractor inadvertently collects and disposes of such Hazardous Waste. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any material which is, or which the Contractor reasonably believes to be, Hazardous Waste. If the Contractor finds what reasonably appears to be discarded Hazardous Waste, the Contractor shall notify the Customer and the Town that the Contractor may not lawfully collect such Hazardous Waste and leave a tag specifying the nearest location available for appropriate disposal.

12. **Damage to Pavement.** The Town warrants that all pavement, curbing or other driving surfaces within the Town or any right of way reasonably necessary for the Contractor to provide the services described herein are sufficient to bear the weight of all of the Contractor's equipment and vehicles reasonably required to perform such services. The Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way (except where such damage is due to the gross negligence or willful misconduct of the Contractor), and the Town agrees to assume all liabilities for any such damage, which results from the weight of the Contractor's vehicles providing service to Customers within the Town.

13. **Equipment and Uniforms.**

(a) **Containers.** The Contractor shall provide each residential Customer with: (i) a ninety-five (95) gallon container for Solid Waste, and (ii) a ninety-five (95) gallon container for Recyclable Materials. All containers shall be approved by the Town. No signs may be placed

17. **Insurance.** The Contractor shall provide and maintain during the term of this Agreement the following insurance in the following amounts:

|     |                         |                       |
|-----|-------------------------|-----------------------|
| (a) | General Liability       | \$2,000,000.00        |
| (b) | Automobile Liability    | \$1,000,000.00        |
| (c) | Excess liability        | \$5,000,000.00        |
| (d) | Workers' Compensation   | (To Statutory Limits) |
| (e) | Environmental Liability | \$1,000,000.00        |

The policy or policies shall name the Town as an additional insured and shall contain a clause that the insurer will not cancel the insurance coverage without written notice to the Town, in accordance with the provisions of such policies. On or before the Effective Date, the Contractor shall provide the Town with a certificate of insurance evidence the coverage required hereunder.

18. **Independent Contractor Status.** The Town and the Contractor agree that in the performance of this Agreement, the Contractor shall be acting as an independent contractor. Nothing herein shall constitute or be construed to be or create a partnership, agency, joint venture, or other similar relationship between the Town and the Contractor. The Contractor agrees that it will not represent to anyone that its relationship to the Town is other than that of an independent contractor, and the Town and the Contractor may so inform any parties with whom they deal and may take any other reasonable steps to carry out the intent of this section. The Contractor shall be fully and solely responsible for its own acts and omissions, and those of its employees, officers, agents, and subcontractors. The Contractor shall maintain appropriate workers' compensation insurance, unemployment insurance, comply with the requirements of the Occupational Safety and Health Act, and further, comply with all state and federal regulations regarding working conditions and employee benefits.

19. **Termination.** Should the Town Council of the Town determine, in its sole but reasonable discretion, that the level and quality of service being provided by the Contractor is materially inadequate, which is decided to be a breach of this Agreement, written notice of such breach shall be provided to the Contractor by the Town. Should the Contractor fail to correct the deficiency to the satisfaction of the Town Council of the Town within thirty (30) days after delivery of such notice to the Contractor's local representative, then and in that event, the Town may terminate this Agreement by providing the Contractor one hundred eighty (180) days' prior written notice of such termination. The Town's remedy of early termination shall be in addition to all other rights and remedies which the Town may have against the Contractor for breach of contract or otherwise. Notwithstanding any other provision of this Agreement, should the Contractor fail to provide service pursuant to this Agreement for a period of seven (7) days, the Town may, at its option, immediately and without notice to the Contractor, terminate this Agreement, to the end that it might provide the collection service for which it is responsible. Should the Town fail to pay the Contractor as provided hereunder, or otherwise breach any term

25. **Amendment.** No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.

26. **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

27. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina as to both interpretation and performance, except as to conflict of laws provisions.

*(Remainder of this page intentionally left blank.)*

**Addendum to Solid Waste Collection and Disposal Agreement:**

**This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.**

*fn. 150-*

*Umya Johnson*

**(Finance Officer)**

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Call to schedule public hearing for revisions to the  
Town of Marshville Code of Ordinances

Amendment to Title V: Public Works, Chapter 50. Garbage and Refuse Collection

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**Action:**

Call for a public hearing to be held June 1, 2015 for the purposes of amending the Town of Marshville Code of Ordinances regarding Garbage and Refuse Collection.

**Purpose:**

As previously discussed, our garbage and refuse collection ordinances are in need of review. Currently, the ordinances state that every resident and business within the corporate limits of the town shall pay a garbage disposal fee with exceptions being given to businesses that contract independently for garbage disposal services. It has been proposed that the same courtesy be extended to residents so that all customers may be given the opportunity to select the services that they want.

With the upgrade of billing software, we now have the ability to bill services in a more detailed fashion by placing up to 15 different services on a single bill. Currently, the "garbage disposal fee", as referenced in our ordinances, is billed as "solid waste". This fee covers the cost of four different services - garbage, recycling, yard waste & bulk items - and the overall operations of the sanitation department. Of these services, yard waste and bulk item removal are furnished to all, without regard to billing status. The other two services, garbage and recycling, are billed based on whether that address is being billed for water and/or sewer.

Current Billing Structure:

|             |         |
|-------------|---------|
| Solid Waste | \$18.20 |
|-------------|---------|

Proposed Billing Structure - Garbage and Recycling Rates are per the proposed contract

|                      |        |
|----------------------|--------|
| Garbage              | \$9.41 |
| Recycling            | \$2.40 |
| Solid Waste Base Fee | \$6.39 |

It is proposed that the ordinances be written so that all water and/or sewer customers within the city limits pay a base fee for solid waste services. This fee will cover the cost of yard debris/limb removal, white goods, and bulk waste, as well as covering the cost of operating a sanitation department to keep the Town as a whole free of trash and debris.

Costs charged to the Town per container by our solid waste provider for garbage and recycling services will be passed directly on to customers wishing to utilize the services. All