



## AGENDA

Henderson City Council Regular Short Meeting  
Monday, 22 August 2011, 6:00 p.m.  
R. G. (Chick) Young, Jr. Council Chambers, Municipal Building  
134 Rose Avenue  
Henderson, North Carolina

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### Mayor and City Council Members

Mayor James D. O'Geary, Presiding  
Councilmember James C. Kearney, Sr.  
Councilmember Sara M. Coffey  
Councilmember Michael C. Inscoc  
Councilmember D. Michael Rainey

Councilmember Brenda G. Peace—Jenkins  
Councilmember Garry D. Daeke  
Councilmember Lonnie Davis, Jr.  
Councilmember George M. Daye

### City Officials

A. Ray Griffin, Jr., City Manager  
John H. Zollicoffer, Jr., City Attorney  
Esther J. McCrackin, City Clerk

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION AND PLEDGE OF ALLEGIANCE
- IV. OPENING REMARKS

In order to provide for the highest standards of ethical behavior and Transparency in Governance as well as provide for good and open government, the City Council has approved Core Values regarding Ethical Behavior<sup>1</sup> and Transparency in Governance<sup>2</sup>. The Mayor now inquires as to whether any Council Member knows of any conflict of interest, or appearance of conflict, with respect to matters before the City Council. If any Council Members knows of a conflict of interest, or appearance of conflict, please state so at this time.

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<sup>1</sup> **Core Value 4: Ethical Behavior:** We value the public trust and will perform our duties and responsibilities with the highest levels of integrity, honesty, trustworthiness and professionalism.

<sup>2</sup> **Core Value 10: Transparency in Governance:** We value transparency in the governance and operations of the City.

**V. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA**

**VI. APPROVAL OF MINUTES**

- a) 8 August 2011 Regular Meeting [See Notebook Tab #1]

**VII. PRESENTATIONS AND RECOGNITIONS**

- a) Ty Graham, Center Director for Kittrell Job Corp  
b) Firefighters Recognition - Resolution 11—83, (CAF 11—112) [See Notebook Tab #2]

**VIII. 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, *clearly* state your name, address and if you are a city resident. Please review the Citizen Comment Guidelines that are provided on the last page of this Agenda.<sup>3</sup>

- a) Consideration of Ordinance 11—43, Rezoning 1508 Lynne Avenue to OIA (Office and Institutional) from R8 (Moderate to High Density Residential). (CAF 11—110)  
[See Notebook Tab # 3]

- Public Hearing
- Ordinance 11—43

**IX. PUBLIC COMMENT PERIOD ON AGENDA ITEMS**

Citizens may only speak on Agenda items at this time. Citizens wishing to address the Council must sign-in on a form provided by the City Clerk prior to the beginning of the meeting. The sign-in form is located on the podium. When recognized by the Mayor, come forward to the podium, state your name, address and if you are a city resident, and identify the Agenda Item about which you wish to speak on the sign up sheet. Please review the Citizen Comment Guidelines that are provided on the last page of this Agenda.<sup>3</sup>

**X. NEW BUSINESS**

- a) Consideration of Resolution 11—45, Authorizing Bid Award for the Shirley Drive Water Main Replacement Project to HG Reynolds Company, Inc., in the Amount of \$230,929 and Ordinance 11—30, FY 12 Budget Amendment #10, Authorizing Funds to the Shirley Drive Water Main Replacement Project. (CAF 11—A—106) [See Notebook Tab # 4]

- Resolution 11—45
- Ordinance 11—30

- b) Consideration of Resolution 11—86, Authorizing the Application for a FEMA Grant by the Henderson Fire Department in the Amount of \$225,000. (CAF 11—116)  
[See Notebook Tab #5]
  - Resolution 11—86
- c) Consideration of Resolution 11-35, Authorizing the Contract Award to Upgrade KLRW SCADA System to Nix Purser and Associates in the Amount of \$53,830 and Ordinance 11—31, Budget Amendment #9, Transferring Funds from Regional Water Fund Balance to Cover the Cost of Upgrading the SCADA System. (CAF 11—111) [Notebook Tab # 6]
  - Resolution 11—35
  - Ordinance 11—31
- d) Consideration of Resolution 11—84, Affirming the City of Henderson’s Position on Certain Street Reconfigurations Required by the Southeastern High Speed Rail Project as Articulated During the 25 April 2011 City Council Work Session. (CAF 11—113)  
[See Notebook Tab # 7]
  - Resolution 11—84
- e) Consideration of Resolution 11—85, Intent to Sell Former Sanitary Sewer Pump Station Property Located Off Martin Creek Service Road. (CAF 11—114) [See Notebook Tab #8]
  - Resolution 11—85

**XI. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS**

Citizens may only speak on non-Agenda items at this time. Citizens wishing to address the Council must sign-in on a form provided by the City Clerk prior to the beginning of the meeting. The sign-in form is located on the podium. 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 on the last page of this Agenda.<sup>3</sup>

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<sup>3</sup> **Citizen Comment Guidelines**

The Mayor and City Council welcome and encourage citizens to attend City Council 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 City Council.

- 1) Citizens are requested to limit their comments to five minutes; however, the Mayor, at his discretion, may limit comments to three minutes should there appear to be a large number of people wishing to address the Council;
- 2) 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;
- 3) Citizens may not yield their time to another person;
- 4) Topics requiring further investigation will be referred to the appropriate city official, Council Committee or agency and may, if in order, be scheduled for a future meeting agenda;

## **XII. REPORTS**

- a)** Mayor/Mayor Pro-Tem
- b)** City Manager
- c)** City Attorney
- d)** City Clerk
  - i. Calendar Notes and Schedule Update *[See Notebook Tab # 9]*
  - ii. Library Card Month Proclamation

## **XVI. ADJOURNMENT**

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- 5)** 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;
  - 6)** Comments involving matters related to an on-going police investigative matter and/or the court system will not be permitted; and
  - 7)** Citizens should not expect specific Council action, deliberation and/or comment on subject matter brought up during the public comment section unless and until it has been scheduled as a business item on a future meeting agenda.

**City Council Minutes**  
**Regular Meeting - DRAFT**  
**8 August 2011**

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**PRESENT**

Mayor James D. O'Geary, Presiding; and Council Members, James C. Kearney, Sr., Sara M. Coffey, Michael C. Inscoe, D. Michael Rainey, Brenda G. Peace—Jenkins, Garry Daeke, and George M. Daye.

**ABSENT**

Lonnie Davis, Jr.

**STAFF PRESENT**

City Manager Ray Griffin, City Attorney John Zollicoffer, Assistant City Manager Frank Frazier, Finance Director Sandra Wilkerson, Planning Director Erris Dunston, City Engineer Peter Sokalski and Human Resources Director Cathy Brown.

**CALL TO ORDER**

The 8 August 2011 Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 7:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

**ROLL CALL**

The City Clerk called the roll and advised Mayor O'Geary that a quorum was present.

Mayor O'Geary welcomed citizens, staff and Council members stating it was good to see everyone. He then asked Council Member Brenda Peace-Jenkins to lead those present in prayer and the Pledge of the Allegiance.

**ADJUSTMENTS TO/APPROVAL OF AGENDA**

Mayor O'Geary asked if there were any adjustments to the Agenda. City Clerk McCrackin stated there would be a Closed Session - 143.318.11(a)3, attorney-client privilege, and asked that Council make note that Item f) *Amending the CIP Sewer Budget for the Newton Dairy Road Pump Station Elimination Project* should have been listed as Ordinance 11—52, not Resolution 11—52. With these adjustments, Council Member Inscoe moved to accept the agenda. Motion seconded by Council Member Rainey and unanimously approved.

## APPROVAL OF MINUTES

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Peace-Jenkins asked that mention of the opening prayer be inserted into the 4 August minutes. City Attorney Zollicoffer, Jr. asked for the insertion of the phrase "of intent" into the next to the last paragraph on page two of the 25 Work Session minutes at the end of the first line. With those adjustments Council Member Peace-Jenkins moved the approval of the following minutes: 25 July Short Regular Meeting; 25 July Work Session and 4 August Special Called Meeting. Motion seconded by Council Member Daeke and unanimously approved.

## PUBLIC COMMENT PERIOD ON AGENDA ITEMS

No one wished to address Council on agenda items.

## NEW BUSINESS

**Amending the Current Practice of Turning off Water Service for Delinquent Utility Accounts; Amending Section 15.33 of the Henderson City Code Establishing Utility Security Deposits; and Amendment to the Annual FY 11-12 Fees and Charges Schedule – Budget Amendment FY 12 #7.** (Reference: CAF 11—A—16, Resolution 11-70 and Ordinances 11-08 and 11-53)

City Manager Griffin stated this was discussed at the previous work session and these documents represent the changes requested which are removal of the security deposit for garbage containers; following a survey of other municipalities the in-city water/sewer fees were reduced from \$200 to \$150 with apartment residents being reduced from \$150 to \$100 with similar adjustments for outside City users.

Council Member Daeke felt a \$75 fee for a missing/stolen garbage cart was inappropriate. Council Member Coffey asked who one should report a missing/stolen garbage cart and why the carts are not identifiable, and Council Member Kearney suggested a complete inventory be completed by Waste Industries to determine whether the carts are actually stolen or just relocated.

Mr. Griffin stated that the \$75 has been removed from this security deposit ordinance and indicated that Waste Industries has hinted at charging the City for carts as the rate of missing carts in the City is unusually high --- approximately 260+. He stated missing/stolen carts should be reported to the Assistant City Manager Frank Frazier as head of the Public Services department.

Council Member Inscoe suggested that this issue be excluded from discussion in this meeting and reviewed during a future work session.

Council Member Coffey moved the approval of Resolution 11-70, *Amending the Current Practice of Turning off Water Service for Delinquent Utility Accounts*; Ordinance 11-08,

*Amending Section 15.33 of the Henderson City Code Establishing Utility Security Deposits; and Ordinance 11-53, Amendment to the Annual FY 11-12 Fees and Charges Schedule – Budget Amendment FY 12 #7.* There was no second and the motion died.

Mayor O'Geary advised members of Council this item was thoroughly reviewed at the July Work Session and the strong consensus was to bring it to tonight's meeting for action. He asked if Council wished to discuss the matter further.

Discussion then turned to the fees associated with terminating water service due to delinquency of payment.

Council Member Kearney felt \$40 to reconnect water was too high. Mr. Griffin explained the \$40 covers the cost of disconnecting/reconnecting service, paperwork and time and travel. Finance Director Wilkerson explained that if payment is made by 5:00 p.m. on the day of cutoff, service is reconnected that day. She stated citizens do not have to be home at time of reconnection, but it is strongly suggested they be home in case there is a problem when the water is turned back on. Mr. Griffin stated that the \$40 reconnect fee is already long-standing policy and was not included in any changes for consideration this evening.

Council Member Daeke agreed with the security deposit but expressed concerns regarding the cutoff and accounts being two (2) months in arrears. Mr. Griffin explained the Ordinance in the City Code is written to terminate after 15 days but at some point, the City implemented a new policy that permitted two months in arrears. He also stated there are perpetual abusers who are always in arrears by paying only one month of their arrearage at a time.

Council Member Rainey asked if the security deposits would be held in escrow and what purpose the deposits would serve. Mr. Griffin stated the \$150 security deposit would be held in escrow, without earning interest, and could be used against the shortfall of the account should it lapse into arrears. Council Member Coffey asked if she was correct in understanding the security deposit would be returned after 12 months of good payments. Ms. Wilkerson affirmed this is correct.

Council Member Peace-Jenkins asked when these changes would take effect. Mr. Griffin stated November 1 which allows time for notices to be placed in bills, on the web page and in the lobby of City Hall, along with face-to-face customer service conversations.

Council Member Kearney agreed the percent of delinquent accounts is too high but felt the City was piling on costs. Council Member Daye stated the longer you go the more you have to pay out of pocket but understood some just do not have the funds available.

Mr. Griffin emphasized several times that the Finance Department is more than willing to work with customers in arrears and as long as customers are abiding by the arrangements their water will not be cut off. However, if they fail to meet their commitments, their account(s) will be terminated.

Council Member Inscoe moved approval of Ordinance 11—08, *An Ordinance Amending Section 15.33 of the Henderson City Code Establishing Utility Security Deposits*. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, and Daye. NO: any. ABSENT: Davis. (*See Ordinance Book 8, p 219*)

Council Member Daeke expressed concern that according to the comparison chart of other municipalities, Henderson would have the highest fees in the area. He stated he agreed with the security deposit as people need to understand the value of water but he felt the late fees and reconnect fees were too high. Mr. Daeke suggested \$25 for a reconnect fee. Council Member Inscoe had no problem with the \$25 fee and felt one (1) month was an appropriate timeframe for turning off water service for delinquent accounts.

A motion was made by Council Member Daeke to approve Ordinance 11-53; with the understanding it would be amended to include a reduction in the reconnection fee from \$40 to \$25. Mr. Inscoe requested Resolution 11-70 be included in the motion. Mr. Daeke agreed. The Mayor advised Council Members they were voting on Resolution 11-70, *Amending the Current Practice of Turning off Water Service for Delinquent Utility Accounts; and Ordinance 11-53, Amendment to the Annual FY 11-12 Fees and Charges Schedule – Budget Amendment FY 12 #7*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Daye and Kearney. NO: any. ABSENT: Davis. (*See Resolution Book 2, p 141; Ordinance Book 8, p. 219 and 309*)

**Authorizing the Execution of a Utility Agreement with the North Carolina Department of Transportation Relative to a Water Main Relocation in Conjunction with a Bridge Replacement Project and Budget Ordinance 11—48.** (*Reference: CAF 11-97, Resolution 11-71; Ordinance 11-48*)

City Manager Griffin stated this was discussed at the last work session. Mr. Griffin said the City has no choice in this matter as this is a North Carolina Department of Transportation project and that as a condition for putting water lines on the right of way, the City can be required to relocate the lines and pay for that relocation.

Council Member Kearney moved the approval of *Authorizing the Execution of a Utility Agreement with the North Carolina Department of Transportation Relative to a Water Main Relocation in Conjunction with a Bridge Replacement Project and Budget Ordinance 11—48*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Inscoe, Rainey, Peace-Jenkins, Daye, Kearney and Coffey. NO: Daeke. ABSENT: Davis. (*See Resolution Book 2, p 143; Ordinance Book 8, p 299.*)



**A Resolution of Intent Pursuant to NCGS 160A-102, Amending the City Charter to Provide for Redistricting of the City Electoral Districts in Accordance with the 2010 Census and Setting a Public Hearing on the Same.** (Reference: CAF 11-A-101, Resolution 11-74)

City Manager Griffin asked City Attorney Zollicoffer to summarize this Resolution. Mr. Zollicoffer reminded Council that the 2010 Census was out of balance and the City has proposed a redistricting to realign the wards. An amendment to the Charter is required and this Resolution of Intent, which is non-binding on Council, sets a Public Hearing for September 9, 2011 after which time Council will adopt an ordinance changing the boundaries of approved.

There was no discussion and Mayor O'Geary asked for Council's pleasure.

Council Member Kearney moved the approval of *A Resolution of Intent Pursuant to NCGS 160A-102, Amending the City Charter to Provide for Redistricting of the City Electoral Districts in Accordance with the 2010 Census and Setting a Public Hearing on the Same*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Daye, Kearney, Coffey and Inscoe. NO: any. ABSENT: Davis. (See Resolution Book 2, p 149)

**Accepting Bennett Perry Home for Museum.** (Reference: CAF 11-102, Resolution 11-80)

City Manager Griffin reminded Council that at the last work session they requested cost estimates. As this falls under Council Member Inscoe's trade, he has revisited the house and discussed with various trades the needs of the home and prepared an itemized list in three tiers. Mr. Griffin asked Mr. Inscoe to lead the discussion regarding the tiers. Mr. Inscoe stated the first tier were immediate, necessary, repairs. Tier Two repairs are important and Tier Three is mainly cosmetic repairs. He also listed general items such as permits, contractor fees, and supervision. The total estimated costs were listed as \$108,066. Mr. Inscoe stated this house is one of the few remaining historical relics remaining in Henderson and urged Council to accept the house for a museum. He also urged Council to allow the Mayor to form a citizen's committee to raise funds for the renovation and restoration of the house.

Council Member Rainey asked if the Will stipulated a time frame from the time of acceptance until the home becomes a museum. City Attorney Zollicoffer stated there was no specific timeframe mentioned but he suggested something be accomplished within the year.

Council Member Kearney liked the idea of keeping the house as a museum. He would like to see private donations which would help stave off City outlay until the next fiscal year.

Council Member Coffey asked if the asbestos/lead risk assessment and abatement could be combined to reduce costs. Mr. Inscoe stated normally the assessment is done by a consulting firm and the abatement is done by a certified contractor.

At this time City Manager Griffin stated the City Attorney requested the wording be changed in the *Now Therefore* portion of the resolution to read *..North Chestnut streets and commits to (instead of for the purpose of) maintaining it as a museum... ”.*

Council Member Rainey moved the approval of *Accepting Bennett Perry Home for Museum with the adjustment to the Resolution.* Motion seconded by Council Member Peace-Jenkins, and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Daye, Kearney, Coffey and Inscoc. NO: any. ABSENT: Davis. *(See Resolution Book 2, p 161)*

**Amendments to City Administrative Policy 6.11, Harassment Policy.** *(Reference: CAF 11-103, Resolution 11-75)*

City Manager Griffin stated this was discussed during the last work session and since the agenda was distributed, City Attorney Zollicoffer requested a slight rewording of 6.11.01 *Hostile Work Environment.* The new wording was distributed during the discussion and Council Member Coffey asked for clarification of how the offended employee would notify the offender. Mr. Griffin asked Human Resources Director Cathy Brown to address this issue.

Ms. Brown stated the violence portion of the policy addressed the manner in which the offender could be approached and gave the example of the offended employee simply saying something like *that language is unacceptable to me* should be enough to avoid further confrontation.

There was no further discussion and Mayor O’Geary asked for Council’s pleasure.

Council Member Peace-Jenkins moved the approval of *Amendments to City Administrative Policy 6.11, Harassment Policy.* Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Peace-Jenkins, Daeke, Daye, Kearney, Coffey, Inscoc and Rainey. NO: any. ABSENT: Davis. *(See Resolution Book 2, p 151)*

**Amending the CIP Sewer Budget for the Newton Dairy Road Pump Station Elimination Project.** *(Reference: CAF 11-108, Ordinance 11-52)*

City Manager Griffin stated this was discussed at the last work session. This amendment is the next increment in completing the project.

There was no discussion and Mayor O’Geary asked for the pleasure of Council.

Council Member Rainey moved the approval of *Amending the CIP Sewer Budget for the Newton Dairy Road Pump Station Elimination Project.* Motion seconded by Council Member Daye and APPROVED by the following vote: YES: Daye, Kearney, Coffey, Inscoc, Rainey, Peace-Jenkins and Daeke. NO: any. ABSENT: Davis. *(See Ordinance Book 8, p 307)*

**Authorizing Corporate Resolution Update for First Citizens Bank and Increasing Credit Limit from \$7,500 to \$15,000.** *(Reference: CAF 11-107, Resolution 11-77)*

City Manager Griffin asked Finance Director Sandra Wilkerson to address Council.

Ms. Wilkerson stated periodically the Finance Department updates information with the bank(s) as employees come and go. The last update with First Citizens was October 2008 and that Corporate Resolution for signing authority shows her as the Interim Finance Director. This Resolution updates her as Finance Director and does not change the other alternate signers who are Assistant City Manager Frank Frazier and City Manager Ray Griffin. Also, due to a rare event involving tournament travel with the Recreation Department, the \$7,500 credit card limit did not cover the hotel costs. Thus, staff is requesting an increase to \$15,000.

Council Member Kearney asked if this was for convenience, not credit. Ms. Wilkerson stated that was correct. Mr. Griffin stated the City has only two (2) credit cards --- one in Ms. Wilkerson's name and one in the Mayor's and that these cards do not leave the building.

Council Member Daeke inquired about whether funds are budgeted when using the credit card, how the requests are monitored and if there is a ceiling. Ms. Wilkerson stated the funds are budgeted and if they are not, a budget transfer is required. Due diligence is performed for good stewardship and policies are in place to monitor the funds.

Council Member Coffey moved the approval of *Authorizing Corporate Resolution Update for First Citizens Bank and Increasing Credit Limit from \$7,500 to \$15,000*. Motion seconded by Council Member Daye and APPROVED by the following vote: YES: Daye, Kearney, Coffey, Inscoc, Rainey, Peace-Jenkins, and Daeke. NO: any. ABSENT: Davis. (See Resolution Book 2, p 155)

**Award of Various Construction Contracts for Operations Center Garage Repair**  
(Reference: CAF 11-109, Resolution 11-81; Ordinance 11-54)

City Manager Griffin briefly reviewed the accident at the Operations Center where a vehicle tore down part of the building and garage door. He thanked everyone involved for a superb job --- Engineering Director Peter Sokalski, Corey Williams, Andy Perkinson, Linda Leyen, Sandra Wilkerson, Keith Sidwell, and Cathy Brown --- to name a few. Each one involved stepped up to the plate as needed. Mr. Griffin then specifically thanked Mr. Sokalski for his professional manner in handling the overall repair project and for keeping him updated practically minute by minute. He then asked Mr. Sokalski to address Council.

Mr. Sokalski reviewed the status by stating HG Reynolds did a great job of shoring up the ceiling and removing the steel I-beam from the truck; the adjusters have given permission to move the truck and begin the repair process; Appian Consulting Engineers, PA determined the structural damage and provided a method of repair. He went on to state three bids have been received --- two non-local --- and staff recommend awarding the bid of \$13,950 to Bridgeview Contractors, Inc. for repair of the building up to the installation of the new rolling door. Other bidders were HG Reynolds at \$27,942 and Vance Construction at \$26,000. Mr. Sokalski then reviewed the overall future costs which included alarm repair, new garage door and installation, overtime for

police to continue to protect the building during off-hours and miscellaneous items bringing the total anticipated cost of repair to the building and truck to \$61,200.

Council Member Rainey inquired about the police overtime and whether private security companies were considered. Mr. Sokalski said private security companies were not considered. Mr. Griffin stated once the framing is secure he is hopeful the door opening can be boxed in with wood so overtime will be minimized; however with the assets retained in the building, along with vehicles, records, etc. it is necessary to have the building secure during off-hours.

Council Member Kearney asked what hours are off-hours. Mr. Griffin stated 4:30 p.m. to 7:00 a.m. and that there is always one person on duty but there might be a change in personnel during that time.

Council Member Inscoe stated since issues such as this are his profession, he felt an admiral job had been done. He noted significant dollars were saved by using individual contractors and commended Mr. Sokalski for a job well done. Council Member Coffey stated her spouse worked for one of the contractors and told her Mr. Sokalski was a sharp employee.

Ms. Coffey then asked if Bridgeview was a reputable company as their bid was so much lower than the other two. Mr. Inscoe stated this was a sign of the economy. Mr. Sokalski stated they are very qualified.

Council Member Peace-Jenkins shared an excellent job was done.

Council Member Daeke inquired about the cost of overtime for the police to protect the building. Mr. Sokalski reminded Council that the cost included weekends and the rate of pay differed by officer. Council Member Coffey commended Police Chief Sidwell saying they stepped up and were right there when needed.

Mr. Sokalski stated that the Ordinance was late in being prepared as the final figures were still coming in a 5:00 p.m. on this day so a corrected ordinance will be amended to contain the correct figures.

Council Member Daeke moved the approval of Resolution 11-81, *Awarding of Various Construction Contracts for Operations Center Garage Repair, and Ordinance 11-54, FY 12 Budget Amendment #8, Authorizing Funds for the Various Construction Contracts for Operations Center Garage Repair*. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, and Daye. NO: any. ABSENT: Davis. (See Resolution Book 2, p 163; Ordinance Book 8, p 311)

## **PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS**

City Clerk McCrackin advised one individual wished to address City Council.

**Mr. Matias Rayes**, (via his daughter, who acted as an interpreter). Mr. Rayes expressed concern regarding his water bill. His bill is extremely high and the family knows they have not used that amount of water. The City checked and told the family there is no leak on the City side. Mr. Rayes stated the plumber hired by their landlord says there are no leaks on the property. The family wanted to know what could be done. He stated their bill had jumped from \$206 one month to \$442 the next month.

Mayor O'Geary asked City Manager Griffin to look into the matter. Mr. Griffin asked the Finance Director Sandra Wilkerson to speak with the family privately and to copy any documentation they brought so the issue could be resolved quickly.

Council Members asked that they be kept updated on the issue.

Mayor O'Geary asked if Council was prepared to go into Closed Session and advised those present that there was nothing to report at this time after the closed session.

## **REPORTS**

Mayor/Mayor Pro Tem - No Report

City Manager: - Mr. Griffin cited three items:

1) The newspaper article regarding City cell phones has revealed opportunities for improvement in the existing policy. Mr. Chad Denton was mentioned in the paper as an abuser of the policy and Mr. Griffin stated Mr. Denton has not worked for the City for over a year which is obviously a problem between the cell phone carrier and the City in keeping names associated with specific numbers updated. Mr. Griffin has notified the Daily Dispatch of the wrong name associated with the abusing number and a retraction will be printed. Mr. Griffin has also advised Mr. Denton that he is willing to speak with Mr. Denton's current employer to clear his name of any wrongdoing. A department head meeting will be held on 9 August to review the policy.

2) A detailed breakdown of how the dollars from the GovDeal sales was distributed and showed a \$475 surplus.

3) Mr. Griffin shared that the annual report on the Reclamation facility has been received from the State and the score was 100%. Mr. Griffin stated appreciation to Director Tom Spain and his staff. As Council knows, the facility needs upgrading on all points and to receive a 100% score is nothing less than amazing.

City Attorney Zollicoffer concurred by saying the facility is antiquated and functioning on 1950's technology.

City Attorney – No Report.

City Clerk - Ms. McCrackin made note of a new monthly report which will be presented by the Code Compliance Department. She also thanked Council for allowing her to attend the North Carolina Annual Clerks Conference in New Bern on August 11, 12 and 13.

With no further discussion, Mayor O'Geary asked if Council was ready to move into Closed Session and stated there would be no announcement following the session.

### **CLOSED SESSION**

Council Member Coffey moved for Council to convene in closed session pursuant to G.S. §143-318.11(a)(3), consulting with City Attorney regarding a client matter. Motion seconded by Council Member Daye and unanimously approved. (*Council convened in closed session at 8:42 p.m.*)

Council Member Coffey moved for Council to convene in open session. Motion seconded by Council Member Inscoe and unanimously approved. Council re-convened in open session at 9:15 p.m.

### **ADJOURNMENT**

Council Member Inscoe moved for adjournment. Motion seconded by Council Member Coffey and unanimously approved. The meeting adjourned at 9:15 p.m.

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James D. O'Geary  
Mayor

**ATTEST:**

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Esther J. McCrackin  
City Clerk

## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



Agenda Item: \_\_\_\_\_

Council Meeting: 22 Aug Short Reg. Meeting

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10 August 2011

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council

**FR:** A. Ray Griffin, Jr., City Manager

**RE:** **CAF: 11—112 Consideration of Approval of Resolution 11—83, Recognizing North Carolina Firefighters Week September 11 through September 17, 2011.**

**Ladies and Gentlemen:**

**Recommendation:**

- Approval of Resolution 11—83, Recognizing National Firefighters Week September 11 through September 17, 2011.

**Executive Summary:**

On May 17, 2011, Representative Graham along with other sponsors introduced House Resolution 715 that was adopted by the NC General Assembly recognizing the duties and services which firefighters perform. The attached Resolution recognizes the City of Henderson Firefighters for their commitment to protecting the lives and financial interests of all citizens within the City of Henderson and surrounding communities.

**Enclosures:**

1. Resolution 11—83

## R E S O L U T I O N 11—83

### A RESOLUTION AUTHORIZING RECOGNITION OF NORTH CAROLINA FIREFIGHTERS WEEK 11 SEPTEMBER 2011 THROUGH 17 SEPTEMBER 2011

**WHEREAS**, the North Carolina House of Representatives believes that all firefighters deserve to be honored for the invaluable service they provide to this State, its citizens and communities; *and*

**WHEREAS**, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage and selfless concern for the welfare of others; *and*

**WHEREAS**, firefighters make sacrifices to protect the lives and financial interests of the citizens of North Carolina and the City of Henderson; *and*

**WHEREAS**, firefighters respond to emergencies without hesitation when the call of duty arises; *and*

**WHEREAS**, firefighters work with public safety officials and law enforcement officers to protect the integrity of crime scenes, which is necessary to resolve arson cases; *and*

**WHEREAS**, firefighters have a great appreciation for protecting the communities which they serve.

**NOW THEREFORE, BE IT RESOLVED**, that the Henderson City Council designates the week of 11 September 2011 to be FIREFIGHTER WEEK, and calls upon all citizens of the City of Henderson to make every effort to express appreciation to these men and women who are willing to sacrifice their lives, if necessary, to protect us and our loved ones.

The foregoing Resolution 11--83, upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote received the following votes and was \*\*\*\*\* on this the \*\*\* day of \*\*\*\*\* 2010: YES: . NO: . ABSENT: .

\_\_\_\_\_  
James D. O'Geary, Mayor

**ATTEST:**

\_\_\_\_\_  
Esther J. McCrackin, City Clerk

Approved to Legal Form:

\_\_\_\_\_  
John H. Zollicoffer, Jr., City Attorney  
*Reference: Minute Book 42, pp. \*\*.*



## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



Agenda Item: \_\_\_\_\_

Council Meeting: 22 Aug 2011 Short Meeting

---

9 August 2011

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council  
**FR:** A. Ray Griffin, Jr., City Manager  
**RE:** **CAF: 11—110**  
**Consideration of Approval of Ordinance 11—43, Rezoning 1508 Lynne Avenue to OIA (Office and Institutional) from R8 (Moderate to High Density Residential)**

**Ladies and Gentlemen:**

**Council Retreat Goals Addressed By This Item:**

**Recommendation:**

- Approve Ordinance 11—43, Rezoning 1508 Lynne Ave to OIA (office and institutional) from R8 (moderate to high density residential).

**Executive Summary:**

1508 Lynne Avenue is a 0.40+/- acre tract of land within the city limits, also identified as Vance County Tax Map 0013, Block 01, Lot 023. The rezoning of 1508 Lynne Avenue was recommended by the City of Henderson Planning Board on 1 August 2011 after receiving a petition for said rezoning from the current owners. It is in accordance to the City of Henderson's Comprehensive Land Use Plan and is connected to existing OIA zoned properties. According to the land use plan, this area has been designated as a mixed-use area. Office and institutional zoning is a transitional type of zoning classification with the capacity for residential uses as well as low impact commercial uses.

**Enclosures:**

1. Ordinance 11—43
2. Minutes from the 1 August 2010 Planning Board Meeting.
3. Affidavit for Public Hearing, 1 August 2010 Planning Board Meeting
4. GIS Map

## ORDINANCE 11—43

Upon recommendation of the Henderson Planning Board and duly advertised public hearing on the same Council Member \_\_\_\_\_ introduced the following Ordinance which was seconded by Council Member \_\_\_\_\_ and read:

AN ORDINANCE REZONING A 0.40+/- TRACT LOCATED AT 1508 LYNNE AVENUE FROM R8 (MODERATE TO HIGH DENSITY RESIDENTIAL DISTRICT) TO OIA (OFFICE-INSTITUTIONAL "A" DISTRICT).

The City Council of the City of Henderson, North Carolina, doth ordain:

Section 1: That the official zoning map of the City of Henderson (incorporated by reference in City Code) is hereby amended by rezoning 0.40 acres, more or less, at 1508 Lynne Avenue (being Vance County Tax Map 0013, Block 01, Lot 023) from R8 to OIA.

Section 2: The foregoing Ordinance shall be in full force and effect from and after the date of the passage.

The foregoing Ordinance 11—43, upon motion of Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ and having been submitted to a roll call vote and received the following votes and was \*\*\*\*\* on this the 22<sup>nd</sup> day of August 2011: YES: . NO: . ABSTAIN: . ABSENT: .

\_\_\_\_\_  
James D. O'Geary, Mayor

**ATTEST:**

\_\_\_\_\_  
Esther J. McCrackin, City Clerk

Approved to Legal Form:

\_\_\_\_\_  
John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 42, p.\*\*.*



## City of Henderson

### Planning and Community Development Department

Post Office Box 1434 / 134 Rose Avenue / Henderson, NC 27536-1434

Phone: (252) 430-5723 FAX: (252) 492-7935

#### RECOMMENDATIONS FROM THE August 1, 2011 PLANNING BOARD MEETING

**Public Hearing: (PB04-11) Request by Audrey & Robert Tippett to rezone a 0.40+/- acre tract located at 1508 Lynne Avenue from R8 (Moderate to High Density Residential) District to OIA (Office-Institutional "A" District), (Vance County Tax Map 0013, Block 01, Lot 023), CITY**

This item went before the Henderson Planning Board on August 1, 2011. Board member Mike Inscoc motioned to **APPROVE** recommendation. Second by Horace Bullock, following a vote of 4-1 (CITY).

**AYES**

D. Michael Rainey  
Horace Bullock  
Mike Inscoc  
Arthur Henderson

**NOES**

Jimmie Ayscuc

**ABSENT**

CLIPPING OF LEGAL ADVERTISEMENT  
ATTACHED HERE

NORTH CAROLINA,  
VANCE COUNTY.

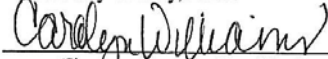
**AFFIDAVIT OF PUBLICATION**

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared CAROLYN WILLIAMS, who being first duly sworn, deposes and says: that he is Business Manager (Owner, partner, publisher, or other officer or employee authorized to make this affidavit) of Henderson Newspapers, Inc., engaged in the publication of a newspaper known as The Daily Dispatch, published, issued, and entered as second class mail in the City of Henderson, in said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Daily Dispatch on the following dates:

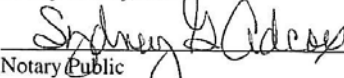
May 27, 2011

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 31 day of May, 2011.

  
(Signature of person making affidavit)

Sworn to and subscribed before me, this  
31 day of May, 2011.

  
Notary Public

My commission expires:  
June 28, 2013

**NOTICE**

Notice is hereby given that the Henderson Planning Board will hold a public hearing on Monday, June 6, 2011 at 3:30 p.m. in the City Council Chambers, City Hall, 134 Rose Avenue

Business to be discussed as follows:

**BUSINESS – DISCUSSION**

**New Business**

Public Hearing: (PB04-11)  
Request by Audrey & Robert Tippet to rezone a 0.40+/- acre tract located at 1508 Lynne Avenue from R8 (Moderate to High Density Residential) District to OIA (Office-Institutional "A" District), CITY

Public Hearing: (PB05-11)  
Request by Vance County Tourism Development Authority to rezone a 19.28 +/- acre tract located off I-85 Southbound and S.R. 1312 Parham Road from RA (Residential and Agricultural Use District) to B2 (Highway Commercial) Zoning District.

Public Hearing: (PB06-11)  
An Ordinance with Amendments Section 310A.3.5 of the Zoning Ordinance Permitting Homeless Shelters in the B1 (Retail/Central Business) Zoning District

Interested persons presenting arguments both for and against the above cases are urged to attend as significant changes may result due to the decisions of the Board.

Sherry N. Moss  
Zoning Administrator

May 27, 2011

Please run this in the public notice section on \_\_\_\_\_.

I will need an affidavit of publication.

Thank You,

Esther McCrackin  
Henderson City Clerk  
252-430-5705

Notice is hereby given that a public hearing will be held by the Henderson City Council on Monday, August 22, 2011 at 6:00 p.m. in the City Council Chambers in City Hall located at 134 Rose Avenue in Henderson, North Carolina. The purpose of the hearing is to receive public comment on:

**Request by Audrey & Robert Tippett to rezone a 0.40+/- acre tract located at 1508 Lynne Avenue from R8 (Moderate to High Density Residential) District to OIA (Office-Institutional "A" District), (Vance County Tax Map 0013, Block 01, Lot 023), CITY**

Persons interested are invited to attend and present their arguments relative to the proposed amendments, etc. As a result of the public hearings, substantial changes might be made in the proposals herein advertised reflecting objective, debate and discussion at the public hearings. Copies of all pertinent material are available at the City Planning and Community Development Department, 134 Rose Ave.

Esther McCrackin  
Henderson City Clerk

PB 04-11



City of Henderson  
Department of Planning and Community Development  
P. O. Box 1434 - 134 Race Avenue  
Henderson, NC 27536  
Phone: (252) 430-5722  
Fax (252) 492-7855

**PETITION TO AMEND THE ZONING MAP by REZONING PROPERTY**

**SECTION ONE: APPLICANT INFORMATION**

Name of Applicant/Petitioner Andrey + Robert Tippett  
Mailing Address of Applicant 206 Halifax St., L. Lenoir, NC 27559  
Telephone 252-213-4346 Email a.tippettfor@yahoo.com

*Property Owner information (if different from the applicant)*

Name(s) Same  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Email \_\_\_\_\_

**SECTION TWO: PROPERTY INFORMATION**

Site Address 1508 Lynne Ave. - Henderson  
Tax Identification Number 13 1 23  
Map Block Lot  
Current Zoning District(s) R-8 Petitioned/Requested Zoning District OIA  
Total Acres in Parcel petitioned to be rezoned 0.40  
Has the parcel proposed to be rezoned been the subject of a rezoning proposal within the past year?  
Yes \_\_\_\_\_ No

**SECTION THREE: CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER**

I certify on this date 5/15/11 that all the information presented to me in this petition/application is accurate to the best of my knowledge, information and belief. Further, I understand that should this petition/application be approved, no site activity can take place until a site plan and/or any other land development permits are issued.

OWNER(S) SIGNATURE Andrey A. Tippett

APPLICANT SIGNATURE Andrey A. Tippett



PB 04-11: Audrey & Robert J. Pett  
 1508 Lynne Avenue  
 0013 01023



**Legend**

City_Zoning	<all other values>
Zoning	
R8	
B1	
B2-Hwy Commercial	
B2A-Hwy Comm "A"	
B3-Shopping Center Comm	
B4-Neighborhood Comm	
I1	
I2	
OI	
OIA-Office Institutional "A"	
R15	
R20	
R6	
R8-Moderate to High Density	
R8M	
RA	



Excel 2000/2003 Results

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<http://vance.connectgis.com/Map.aspx?ReturnUrl=%2fMan.aspx>

5/31/2011



**ADJACENT PROPERTY OWNERS FOR REZONING**  
**1508 LYNNE AVENUE – AUDREY & ROBERT TIPPETT**  
**0013 01023**

<b>Name-Current Mailing Address (based on current tax records)</b>	<b>Adjoining/Nearby Property</b>	<b>Tax Map Number</b>
Audrey & Robert Tippett 1508 Lynne Ave Henderson NC 27536	Petitioned Property	0013 01023
Dabware, LLC 104 Country Club Drive	Dabney Drive	0013 01025
Colonial Rentals LLC 128 S. Chestnut Street Henderson NC 27536	1512 Lynne Avenue	0013 01022
William H. & Edna Royster 1630 K Street NE, Apt. 2 Washington DC 20002	1518 Lynne Avenue	0013 01021
Lisa M. Sutton 1520 Lynne Avenue Henderson NC 27536	1520 Lynne Avenue	0013 01020
Carrie A. McFall 1532 Lynne Avenue Henderson NC 27536	1532 Lynne Avenue	0013 01019
Carl N. Edwards 1343 Dabney Drive Henderson NC 27536	Dabney Drive	0013 03001
Carl N. Edwards 1343 Dabney Drive Henderson NC 27536	1511 Lynne Avenue	0013 03002
Antoinette M. Ball 1515 Lynne Avenue Henderson NC 27536	1515 Lynne Avenue	0013 03003
W W Properties & Rentals LLC PO Box 1528 Henderson NC 27536	1519 Lynne Avenue	0013 03004
Jernetta A. Lyons 1533 Lynne Avenue Henderson NC 27536	1533 Lynne Avenue	0013 03005
Care Chiropractic Inc. 1503 Graham Avenue Henderson, NC 27536	1503 Graham Avenue	0013 01001
W W Properties & Rentals LLC PO Box 1528 Henderson NC 27536	1509 Graham Avenue	0013 01002
Jackie Glover 1519 Graham Avenue Henderson NC 27536	1519 Graham Avenue	0013 01003
William K. & Kathy Trupe 1527 Graham Avenue Henderson NC 27536	1527 Graham Avenue	0013 01004
Tracy B. Matthews 1531 Graham Avenue Henderson NC 27536	1531 Graham Avenue	0013 01005

Herbert M. & Paula Grissom, Jr. 89 Woodlief Rd. Kittrell NC 27544	1543 Graham Avenue	0013 01006
Alvin D. Gupton 324 S. Garnett St. Henderson NC 27536	1551 Graham Avenue	0013 01007

Notices mailed to adjoining and nearby property owners on Friday, May 27, 2011.

**Section 303B: Dimensional Criteria**

Except as otherwise provided in this ordinance, the dimensional standards for uses within the districts shall be as set out below. In reconciling the cover standards under this section with those in Article 600B, the more restrictive provision shall govern except where the use is Multi-family, Unified Residential, Unified Commercial or Industrial Park in which cases the standards for cover set out in Article 600B shall govern.

District	A	D	W	SBb	Sl <sub>s</sub>	Sl <sub>r</sub>	%C	H	B-B
RA	40,000	1.09	150	40	20	40	40	35	NA
R40	40,000	1.09	150	40	20	40	20	35	NA
R20	20,000	2.18	105	35	15	30	27	35	NA
R15	15,000	2.90	90	30	15	30	33	35	NA
R11	11,250	3.87	80	30	10	20	38	35	NA
R8	8,000	5.45	65	30	10	20	45	35	NA
R6	6,000	7.26	60	25	8	15	50	35	NA
R-15M	15,000	2.90	90	30	15	30	33	35	NA
R-8M	8,000	5.45	65	30	10	20	45	35	NA
O1	6,000	7.26	60	25	8	15	50	35	25
O1A	6,000	7.26	60	25	8	15	50	35	25
B1	0	0	NA	0	0	0	85	70	0
B2	25,000	0	150	50	10	20	70	50	50
B2A	15,000	0	150	50	10	20	70	50	50
B3	150,000	0	250	50	25	50	70	70	50
B4	10,000	0	80	30	10	20	85	35	50
J1	200,000	0	500	50	25	50	50	70	50
I2	40,000	0	250	50	15	30	70	50	50
I3	40,000	0	250	50	25	50	50	50	75

- A Minimum Lot Area
- D Maximum Density
- W Minimum Lot Width
- SBb Minimum Building Setback
- Sl<sub>s</sub> Minimum Sideyard Setin
- Sl<sub>r</sub> Minimum Rearyard Setin
- %C Maximum Percentage of Cover
- H Maximum Building Height
- B-B Minimum Building Separation

CITY OF HENDERSON



OIA Permitted Uses (Office-Institutional "A" Zoning District)

X - Requires Zoning Permit

S - Requires Special Use Permit

Category	Description	X	S	Category	Description	X	S
<b>1 RESIDENTIAL</b>				7.14	Banks, Drive-in		S
1.1	Single Family Detached	X		7.15	Realtors, Attorneys	X	
1.2	Duplex	X		7.16	Insurance	X	
1.3	Multi-family		S	7.17	Other	X	
1.6	Unified Residential		S	7.18	Mortgage Broker/Finance	X	
<b>2 GROUP HOMES:</b>				<b>7.2 NOT SERVICE ORIENTED</b>			
	<b>CARE FACILITIES</b>			7.22	Broadcast Studios		S
<b>2.1 GROUP HOME</b>				7.23	Other	X	
2.11	Tourist Home	X		<b>8 INSTITUTIONAL</b>			
2.13	Rooming Home-Less Than 9 Guest	X		8.1	Post Office		S
2.14	By 9 guest or more		S	8.2	Municipal Offices		S
<b>2.2 CARE FACILITY</b>				8.4	Art Galleries	X	
2.21	Day Care, Nursery-see Sec 610B.3		S	8.6	Meeting Facilities		S
2.22	Pre-School, Kindergarten	X		<b>9 SERVICES</b>			
2.23	Family Care Home	X		<b>9.1 PERSONAL CARE</b>			
2.24	Halfway Home		S	9.11	Beauty Salon, Barber	X	
2.25	Nursing Home		S	9.12	Art or Photo Studio	X	
2.3	Hotel/Motel		S	<b>9.2 PAPER / COPY RELATED</b>			
<b>3 EDUCATIONAL</b>				9.21	Xeroxing, Blueprinting	X	
<b>3.1 SCHOOLS</b>				9.23	Photo Developing	X	
3.11	Elementary and Middle		S	<b>9.4 APPAREL</b>			
3.12	Vocational Schools		S	9.42	Tailor	X	
3.13	Other Schools		S	<b>9.5 LAUNDRIES</b>			
3.2	Church, Temples		S	9.51	Neighborhood Laundries		S
3.2a	Storefront Church		S	<b>10 RETAIL</b>			
3.4	Libraries	X		<b>10.2 LOW VOLUME</b>			
3.5	Homeless Shelter		S	10.21	No Outside Display		S
<b>4 EMERGENCY SERVICES</b>				<b>10.3 SPECIFIC RETAIL USES</b>			
4.1	Police	X		10.31	Art or School Supplies		S
4.2	Fire	X		10.32	Candy or Ice Cream Store		S
4.3	Rescue Squad	X		10.33	Drug Store		S
4.4	Ambulance	X		10.35	Florist, Plants		S
<b>5 RECREATION/ENTERTAINMENT</b>				10.38	Hobby Shop		S
<b>5.1 WITHIN STRUCTURE</b>				10.41	Specialty Shop		S
5.12	Clubs, Lodges	X		10.43	Toy Shop		S
<b>5.2 OUTSIDE STRUCTURE</b>				10.44	Bakery Shop		S
5.21	Ball Fields	X		10.45	Book Shop		S
5.22	Courts	X		10.46	Rental of Permitted Items (Unless		
5.23	Swimming Pools	X			Otherwise Specified)		S
<b>6 RESIDENTIAL-COMMERCIAL</b>					Outside Display*		S
6.1	Home Occupations	X		10.47	Repair of Permitted Items (Unless		
<b>7 OFFICE</b>					Otherwise Specified)		S
<b>7.1 SERVICE ORIENTED</b>					Outside Display*		S
7.11	Medical, not Clinic	X		<b>12 UNIFIED BUS. DEVELOPMENT</b>			S
7.12	Medical, Clinic		S	<b>14 AUTO AND HUD CODE HOME</b>			
7.13	Banks, no Drive-in	X		<b>14.1 AUTO</b>			

CITY OF HENDERSON

Page 2

OIA Permitted Uses (Continued)

14.15	Auto Sales *sec.304B.5 & 642B*		S					
<b>17</b>	<b>MANUFACTURING</b>							
<b>17.1</b>	<b>SPECIFIC</b>							
17.14	Dental Laboratories		S					
<b>18</b>	<b>AGRICULTURAL</b>							
<b>18.1</b>	<b>AGRICULTURAL &amp; FARMING USES</b>							
18.11	Agricultural farming, including processing	X						
18.12	Housing for farm workers		S					
<b>19</b>	<b>PARKING</b>	X						
<b>20</b>	<b>UTILITIES &amp; COMMUNICATIONS</b>							
20.1	Broadcast, Microwave, Antennas, Cellular, & Telecommunications towers less than 50' in height		S					
20.2	Broadcast, Microwave, Antennas, Cellular, & Telecommunications more than 50' in height		S					
20.3	Major public utility		S					
20.4	Telephone Exchange		S					
<b>22</b>	<b>FUNERAL RELATED USES</b>							
22.2	Cemeteries		S					
22.3	Funeral Homes		S					
<b>24</b>	<b>SIGNS</b>							
24.2	Advertising on Premises	X						
24.3	Directional	X						
<b>25</b>	<b>ACCESSORY USES &amp; STRUCTURES</b>	X						

## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



**Agenda Item:** \_\_\_\_\_

**Council Meeting:** 22 August 11 Short Meeting

---

10 August 2011

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council

**FR:** A. Ray Griffin, Jr., City Manager

**RE:** **CAF: 11-A-106**

**a) Consideration of Approval of Resolution 11—45 ,Authorizing Bid Award for the Shirley Drive Water Main Replacement Project to HG Reynolds Company, Inc. in the Amount of \$230,929;**

**b) Consideration of Budget Ordinance 11—30, FY 12, Budget Amendment #10,Authorizing Funds to the Shirley Drive Water Main Replacement Project.**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

- KSO 5 – Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems.

**Recommendation:**

- Approval of Resolution 11—45 authorizing bid award for the Shirley Drive Water Main Replacement Project to HG Reynolds Company, Inc. in the amount of \$230,929.
- Approval of Budget Ordinance 11—30 FY 12, Budget Amendment #10, authorizing funds to the Shirley Drive Water Main Replacement Project.

**Executive Summary**

The City has experienced a significant amount of watermain breaks along Shirley Drive, which was the catalyst for this project to replace the existing 10" AC pipe with ductile iron material. The existing AC pipe was installed over 50 years ago and is sufficiently stressed as noted by the watermain breaks.

The City accepted informal bids on 9 August 2011 for the project with 3 contractors obtaining bids with only 2 submitting for the project. Based on the submission, HG Reynolds Company, Inc. was the low bidder with the base bid amount of \$223,997, an alternate bid for the replacement of a 2" line at \$6,952 for a total bid of \$230,929.

As this project was considered an emergency, no project budget was initially setup for this project. Attached is a budget ordinance to place funds for the project at \$230,929 for a construction budget and \$500 for Legal Services, totaling \$231,429. The funds are recommended to be budgeted from the Water Fund Balance.

**Enclosures:**

1. Resolution 11—45
2. Ordinance 11—30
3. Bid Tabulation

# RESOLUTION 11—45

## A RESOLUTION AUTHORIZING A BID AWARD FOR THE CITY OF HENDERSON SHIRLEY DRIVE WATER MAIN REPLACEMENT PROJECT

*WHEREAS*, the City Council conducted its Annual Planning Retreat in January 2011, and during said Retreat identified Strategic Objectives and Goals; *and*

*WHEREAS*, this Resolution addresses KSO 5: *Provide Reliable, Dependable Infrastructure*—To provide reliable, dependable and environmentally compliant infrastructure systems; *and*

*WHEREAS*, the City Council has determined that the overly large number of watermain breaks at Shirley Drive to be unacceptable; *and*

*WHEREAS*, the City Council gave approval for the replacement of the existing Shirley Drive watermain from the existing 10" AC pipe to 10" Ductile Iron Pipe; *and*

*WHEREAS*, bids have been solicited for the performance of this work in accordance with the North Carolina General Statutes [G.S.143-131] Informal Bidding Procedure; *and*

*WHEREAS*, two bids were received for the project, with HG Reynolds Company, Inc. being the lowest, responsible bidder based on price and experience.

***NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE*** awarding of the Shirley Drive Water Main Replacement Project to HG Reynolds Company, Inc. in the total contract amount of \$230,929; *and*

***BE IT FURTHER RESOLVED*** that the Mayor is authorized to sign all agreements and documents necessary to effect said Agreement.

The foregoing Resolution 11—45, upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote received the following votes and was \*\*\*\*\* on this the \*\*\* day of \*\*\*\*\* 2011: YES: . NO: . ABSTAIN: . ABSENT: .

---

James D. O'Geary, Mayor

***ATTEST:***

---

Esther J. McCrackin, City Clerk

Approved to Legal Form:

---

John H. Zollicoffer, Jr., City Attorney  
*Reference: Minute Book 42, pp. \*\*.*



## ORDINANCE 11—30

Council Member \*\* introduced the following Ordinance that was seconded by Council Member \*\* and read:

**FY 2011-2012  
AN AMENDMENT TO THE CIP WATER FUND  
SHIRLEY DRIVE WATER LINE STUDY AND REPLACEMENT and  
WATER DISTRIBUTION OPERATING BUDGET  
BUDGET AMENDMENT #11**

*WHEREAS*, the City Council of the City of Henderson on June 23, 1993 adopted the CIP Water Budget; *and*

*WHEREAS*, it is necessary to amend the various revenue and expense accounts of the CIP Water Fund as different projects open and close.

*NOW THEREFORE BE IT ORDAINED* by the City Council of The City of Henderson, that the following Ordinance be approved and said Ordinance shall be effective immediately upon approval of the City Council:

**CIP WATER FUND**  
**REVENUES:**

Account Number	Revenue Line Item	Current Budget	Amended Amount	Total Revised Budget
43-433-4610-30	Transfer from Water Fund	\$0	\$231,429	\$231,429
<b>Total</b>		<b>\$0</b>	<b>\$231,429</b>	<b>\$231,429</b>

**CIP WATER FUND**  
**EXPENDITURES: WATER LINE REPLACEMENT – SHIRLEY DRIVE WATER LINE REPLACEMENT**

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
43-849-5104-00	Construction	\$0	\$230,929	\$230,929
43-849-5102-00	Legal/Admin	0	500	500
<b>Total</b>		<b>\$0</b>	<b>\$231,429</b>	<b>\$231,429</b>

**WATER DISTRIBUTION**  
**REVENUES**

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
30-300-4910-00	Retained Earnings Appropriated	\$0	\$231,429	\$231,429
<b>Total</b>		<b>\$0</b>	<b>\$231,429</b>	<b>\$231,429</b>

**WATER DISTRIBUTION**  
**EXPENDITURES**

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
30-818-5097-07	Transfer to CIP Water	\$0	\$231,429	\$231,429
<b>Total</b>		<b>\$0</b>	<b>\$231,429</b>	<b>\$231,429</b>

The foregoing Ordinance 11—30, upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote and received the following votes and was \*\*\*\* on this the \*\* day of \*\*\*\*\*: YES: . NO: . ABSTAIN: . ABSENT: .

---

James D. O’Geary, Mayor

**ATTEST:**

---

Esther J. McCrackin, City Clerk

*Reference: Minute Book \*\*1, p. \*\*\*.*

---

**STATE OF NORTH CAROLINA**  
**CITY OF HENDERSON**

I, Esther J. McCrackin the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 11—30 adopted by the Henderson, City Council in Regular Session on \*\*\*\*, (*Minute Book \*\*\*, p.\*\**). This Ordinance is recorded in Ordinance Book 8, p. \*\*\*.

Witness my hand and corporate seal of the City, this \*\*\*\*\*.

---

Esther J. McCrackin  
City Clerk  
City of Henderson, North Carolina

**FY 2011-2012**  
**Budget Ordinance Amendment #11**  
**CAF #11-A-106**

**CIP WATER AND WATER DISTRIBUTION – SHIRLEY DRIVE WATER MAIN REPLACEMENT PROJECT**


This amendment appropriates \$231,429 from Water Fund Retained Earnings and transfers it from the Water Distribution Budget to the CIP Water Shirley Drive Water Main Replacement Project for construction and legal fees associated with the replacement of the existing 10” AC pipe with ductile iron material.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Sandra Wilkerson, Finance Director

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank Frazier, Asst. City Manager

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
A. Ray Griffin, Jr., City Manager

Approved by: City Council Date: \_\_\_\_\_

 <b>City of Henderson</b> PO Box 1434 / 134 Rose St. Henderson, NC 27536	<b>Project:</b>	<b>Shirley Drive Watermain Replacement</b>
	<b>Location:</b>	Henderson, NC
	<b>By:</b>	Peter Sokalski
	<b>Dept:</b>	Engineering

**BID DATE: August 9, 2011**

CONTRACTOR	LICENSE NUMBER	BID BOND	BASE BID	REMARKS
HG Reynolds Company, Inc.	14149	5%	\$223,977	\$230,929 (with Alternate)
Turn-key Contractors, Inc.	17873	5%	\$266,095	\$272,970 (with Alternate)
<b>Project was bid INFORMALLY!</b>				

This is to certify that the bids tabulated herein were opened and read aloud at 2:00 pm, Aug. 9, 2011,  
City Hall, 134 Rose Ave, Henderson, NC, 27536 and that all of said bids were  
 accompanied by certified checks or bidder's bond except as otherwise noted.



By:   
 Peter Sokalski  
 Director of Engineering

## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



Agenda Item: \_\_\_\_\_

Council Meeting: 22 Aug 11 Short Reg. Meeting

---

16 August 2011

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council

**FR:** A. Ray Griffin, Jr., City Manager

**RE:** **CAF: 11—116, Consideration of Approval of Resolution 11—86, Authorizing the Application for a FEMA Grant by the Henderson Fire Department in the Amount of \$225,000.**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

**KSO 8:** *Provide Sufficient Funding for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities.*

**Recommendation:**

- Approval of Resolution 11—86 Authorizing the Application of a FEMA Grant by the Henderson Fire Department in the Amount of \$225,000.

**Executive Summary**

The Fire Department respectfully requests your approval to apply for a FEMA Grant in the amount of \$225,000 with a City match of 5% in the amount of \$11,250. This grant would allow for the purchase of twenty (20) sets of Personal Protective Equipment (Turn Out Gear) at a total cost of \$50,000 to replace our current Personal Protective Equipment that is extremely worn, damaged and unsafe. This Grant would also allow for the purchase of twenty-three (23) Self Contained Breathing Apparatus (SCBA) at a total cost of \$135,000, which needs to be replaced due to the life expiration date, and to replace a 2000 Crown Vic (Command Vehicle) at a cost of \$40,000.

If approved, funding for the local match would come from revisions in the Fire Department budget and/or General Fund Reserve. Grant award would not be expected until the 3<sup>rd</sup> or 4<sup>th</sup> quarter of FY 12.

**Enclosures:**

1. Resolution 11—86

**RESOLUTION**  
**11—86**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN  
APPLICATION TO FEMA FOR \$225,000 TO REPLACE WORN, DAMAGED AND  
UNSAFE EQUIPMENT**

**WHEREAS**, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2011, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

**WHEREAS**, this Resolution addresses one of the Key Strategic Objectives as follows: KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities; *and*

**WHEREAS**, this grant application is to request \$225,000 in Federal funds requiring a City match of \$11,250 to provide for the purchase of 20 sets of Personal Protective Equipment (Turn Out Gear) and 23 Self Contained Breathing Apparatus (SCBA) which are worn, damaged and unsafe as well as funds to replace a 2000 Crown Victoria (Command Vehicle).

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHORIZE** the City Manager to file the grant application to FEMA as outlined above.

The foregoing Resolution 11—86, introduced by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ on this the 22<sup>th</sup> day of August 2011, and having been submitted to a roll call vote, was \*\*\*\*\* by the following votes: YES:. NO: ABSENT: ABSTAIN.

\_\_\_\_\_  
James D. O’Geary, Mayor

**ATTEST:**

\_\_\_\_\_  
Esther J. McCrackin, City Clerk

Approved to Legal Form:

\_\_\_\_\_  
John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 42, p. \*\*\*.*

## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



Agenda Item: \_\_\_\_\_

Council Meeting: 22 Aug 11 Short Reg Meeting

---

8 August 2011

**TO:** The Honorable Mayor James D O'Geary and Members of City Council

**FR:** A. Ray Griffin, Jr., City Manager

**RE: CAF: 11—111**

- a) **Consideration of Approval of Resolution 11—35, Authorizing the Contract Award to Upgrade KLRW SCADA System to Nix Purser and Associates in the Amount of \$53,830.**
- b) **Consideration of Approval of Ordinance 11—31, FY 12 Budget Amendment # 9, Transferring Funds from Regional Water Fund Balance to Cover the Cost of Upgrading the SCADA System.**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

- KSO-5: Provide reliable, dependable Infrastructure

**Recommendation:**

- Approval of Resolution 11—35, Authorizing the Contract Award to Upgrade KLRW SCADA System to Nix Purser and Associates in the Amount of \$53,830.
- Approval of Ordinance 11—31, FY 12 Budget Amendment #9, Transferring Funds from Regional Water Fund Balance to Cover the Cost of Upgrading the SCADA System.

**Executive Summary**

The KLRWS Advisory Board met on 15 August 2011 and discussed the need to upgrade the SCADA system. The system is currently only operating on one computer, due to the fact that the secondary computer malfunctioned and could not be utilized further. In order to fix the system it must be upgraded, and the remaining computer must be replaced, along with the Director's laptop, in order to run the system effectively. This work is to be done by Nix Purser and Associates. There will not be a bid put out on this due to the system being proprietary. After a brief discussion this expenditure was approved by the KLRWS Advisory Board.

Resolution 11—35 authorizes the contract award to Nix Purser and Associates and Ordinance 11—31 approves Budget Amendment #9 to transfer \$53,830 from the Regional Water Fund Balance in order to upgrade the plant's SCADA system.

**Enclosures**

1. Ordinance 11—31
2. Resolution 11—35
3. KLRW Advisory Board Minutes



## ORDINANCE 11—31

Council Member \*\* introduced the following Ordinance that was seconded by Council Member \*\* and read:

### FY 2011-2012 AN AMENDMENT TO THE REGIONAL WATER FUND BUDGET AMENDMENT #9

*WHEREAS*, the City Council of the City of Henderson on June 13, 2011 adopted the FY 2011-2012 Budget; *and*

*WHEREAS*, it is necessary to amend the various revenue and expense accounts of the Regional Water Fund as different projects open and close.

*NOW THEREFORE BE IT ORDAINED* by the City Council of The City of Henderson, that the following Ordinance be approved and said Ordinance shall be effective immediately upon approval of the City Council:

#### REGIONAL WATER FUND

##### REVENUES:

Account Number	Revenue Line Item	Current Budget	Amended Amount	Total Revised Budget
64-640-4910-00	Fund Balance Appropriated	\$0	\$53,830	\$53,830
	All other Regional Water Revenues	3,973,500	0	3,973,500
<b>Total</b>		<b>\$3,973,500</b>	<b>\$53,830</b>	<b>\$4,027,330</b>

#### REGIONAL WATER FUND

##### EXPENDITURES:

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
64-900-5016-00	Maintenance & Repair Equipment	\$125,000	\$53,830	\$178,830
	All other Regional Water Expenditures	3,848,500	0	3,848,500
<b>Total</b>		<b>\$3,973,500</b>	<b>\$53,830</b>	<b>\$4,027,330</b>

The foregoing Ordinance 11—31, upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote and received the following votes and was \*\*\*\* on this the \*\* day of \*\*\*\*\*: YES: . NO: . ABSTAIN: . ABSENT: .

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James D. O’Geary, Mayor

**ATTEST:**

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Esther J. McCrackin, City Clerk

*Reference: Minute Book \*\*1, p. \*\*\*.*

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**STATE OF NORTH CAROLINA  
CITY OF HENDERSON**

I, Esther J. McCrackin the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 11—31 adopted by the Henderson, City Council in Regular Session on \*\*\*\*, (Minute Book \*\*\*, p.\*\*). This Ordinance is recorded in Ordinance Book 8, p. \*\*\*.

Witness my hand and corporate seal of the City, this \*\*\*\*\*.

---

Esther J. McCrackin  
City Clerk  
City of Henderson, North Carolina

**FY 2011-2012  
Budget Ordinance Amendment #9  
CAF #11-111**

**Regional Water Operating Budget**

This amendment appropriates \$53,830 from the Regional Water Fund Balance in order to replace and upgrade the plant's SCADA system. The system is currently operating on one computer due to the secondary computer malfunctioning. The repair/replacement is to be done by Nix Purser and Associates. This expenditure has been approved by the KLRWS Advisory Board.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Sandra Wilkerson, Finance Director

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank Frazier, Asst. City Manager

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
A. Ray Griffin, Jr., City Manager

Approved by: City Council                                  Date: \_\_\_\_\_

# RESOLUTION 11—35

## A RESOLUTION AUTHORIZING A CONTRACT AWARD FOR THE KERR LAKE REGIONAL WATER SYSTEM SCADA UPGRADE

**WHEREAS**, the City Council conducted its Annual Planning Retreat in January 2011, and during said Retreat identified Strategic Objectives and Goals; *and*

**WHEREAS**, this Resolution addresses KSO 5: *Provide Reliable, Dependable Infrastructure—* To provide reliable, dependable and environmentally compliant infrastructure systems; *and*

**WHEREAS**, the upgrade to the SCADA System was discussed at the Kerr Lake Regional Water Advisory Board meeting and the consensus was to proceed with the project; *and*

**WHEREAS**, the SCADA System is very important in monitoring tank sites for Henderson, Oxford and Warren County; *and*

**WHEREAS**, a quote in the amount of \$53,830 was received from Nix Purser and Associates to perform this work due to the existing system being proprietary.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE** awarding of the upgrade of the Kerr Lake Regional Water Plant SCADA System to Nix Purser and Associates in the total amount of \$53,830; *and*

**BE IT FURTHER RESOLVED** that the City Manager is authorized to sign all agreements and documents necessary to effect said Agreement.

The foregoing Resolution 11—35, upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote received the following votes and was \*\*\*\*\* on this the \*\*\* day of \*\*\*\*\* 2011: YES: NO: ABSTAIN: ABSENT:

---

James D. O'Geary, Mayor

**ATTEST:**

---

Esther J. McCrackin, City Clerk

Approved to Legal Form:

---

John H. Zollicoffer, Jr., City Attorney  
*Reference: Minute Book 42, pp. \*\*.*

## **KLRWS ADVISORY BOARD**

### Meeting Minutes

*August 15, 2011*

*Present:* Henderson

Christy Lipscomb

Mayor O'Geary

Peter Sokalski

Ray Griffin -Late

Mike Inscoe

Frank Frazier

Edna Vaught

Oxford

Larry Thomas

Mark Donham

Commissioner Bullock

Warren County

Mrs. Worth

Commissioner Downey

Other

*Next meeting:* September 12, 2011 9:30AM, Henderson City Hall Conference Room

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- I.** Henderson City Councilman Mike Inscoe welcomed everyone.
- II.** Minutes from the May meeting were approved. Commissioner Bullock motioned Commissioner Downey approved.
- III.** IBT Time line is behind by two months. After the first of the year, we should be ready for public comments.
- IV.** Regional had a problem getting in touch with partner contacts the last time we had problems at the plant. The contact information has been updated for everyone. Frank suggested using the 911 system, and Oxford stated you can reach someone by calling the local police department if contacts do not answer.
- V.** The Hydraulic Study is still in review, but Peter stated that he would send out a copy of the draft to everyone.
- VI.** There have been some problems with the Scada system therefore we are looking at upgrading. The cost for the upgrade will cost approximately \$58,000 which includes the cost of two new computers, laptop and the new program itself. This will go before the City Council on August 22, 2011. The money for this will come for the Regional Fund Balance. Next year we are hoping to update the Radio Frequency cards this will cost approximately \$6,000. Mandated by the FCC to be done by 2013. There was no opposition toward the Scada system being upgraded.
- VII.** Franklin County and Oxford's TTHMs elevated in the July readings. Mike Inscoe suggested notifying the partners 24 hours before flushing is done in Henderson so that they can coordinate flushing.
- VIII.** No discussion from Henderson.
- IX.** No discussion from Warren County.
- X.** Oxford asked for a closed session.
- XI.** Adjournment Mike Inscoe motioned and Mrs. Worth second. 10:15am

## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



Agenda Item: \_\_\_\_\_

Council Meeting: 22 Aug 11 Short Meeting

---

17 August 2011

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council

**FR:** A. Ray Griffin, Jr., City Manager

**RE: CAF 11—113**  
**Consideration of Approval of Resolution 11—84, Affirming the City of Henderson's Position on Certain Street Reconfigurations Required by the Southeastern High Speed Rail Project as Articulated During the 25 April 2011 City Council Work Session.**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

- *KSO 2: Enhanced Economic Development:* To create new jobs and investment, expand the tax base and increase the per capita income. *Action Plan 3-3:* Locate the High Speed Rail Passenger Station in Downtown.

**Recommendation:**

- Approval of Resolution 11—84, Affirming the City of Henderson's Position on Certain Street Reconfigurations Required by the Southeastern High Speed Rail Project as Articulated During the 25 April 2011 City Council Work Session.

**Executive Summary**

Resolution 11—84 is relative to the City Council's actions concerning the High Speed Rail discussion at the 25 April 2011 Council Meeting and states the City Council's support of the suggested changes to the Chestnut/Garnett/Beckford/Main Intersection, J. P. Taylor Road and Nicholas Street Intersection, Chavasse Avenue, and Andrews at William Street and Garnett Street Intersections, being more fully articulated in this Resolution. It also provides the State with the necessary documentation to express the City Councils desires regarding the impacts of the High Speed Rail.

**Enclosures**

1. Resolution 11—84

## RESOLUTION 11—84

### A RESOLUTION AFFIRMING THE CITY OF HENDERSON'S POSITION ON CERTAIN STREET RECONFIGURATIONS REQUIRED BY THE SOUTHEASTERN HIGH SPEED RAIL PROJECT AS ARTICULATED DURING THE 25 APRIL 2011 CITY COUNCIL WORK SESSION

**WHEREAS**, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2011 Strategic Planning Retreat; *and*

**WHEREAS**, one of the Key Strategic Objectives is addressed by this Resolution as follows:  
*KSO 3: Enhanced Economic Development: To create new jobs and investment, expand the tax base and increase the per capita income. Action Plan 3-3: High Speed Rail: Locate the High Speed Rail Passenger Station in Downtown; and*

**WHEREAS**, the Council discussed the State's response to its previously expressed concerns with State officials at its 25 April 2011 work session; *and*

**WHEREAS**, the Council remains fully supportive of the Southeast High Speed Rail Project.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL** that it does hereby:

1. Accept the reconfigurations of the following intersections as presented at the 25 April 2011 Work Session:
  - i.* The intersection of N. Chestnut Street, N. Garnett Street, N. Beckford Drive and US 1 North, including Main Street Extension across the rail tracks and intersection with N. Chestnut Street at N. Beckford Drive; *and*
  - ii.* The reconfiguration of Andrews Avenue crossing over Garnett Street and Williams Street and its intersection with N. Chestnut Street; *and*
  - iii.* Closing the Chavasse Street rail crossing; *and*
  - iv.* The J.P. Taylor Road/US 1/ Belmont Drive reconfiguration, with the understanding Belmont Drive between the new intersection with J. P. Taylor Road and Raleigh Road be improved; *and*
  - v.* The extension of Nicholas Street from its dead end to the new intersection with J. P. Taylor Road.
  - vi.* The proposed pedestrian underpass to be approved and its linkage to the City's sidewalk system to be assured.

2. Given the significant changes proposed for the Andrews Avenue intersections with Williams and Garnett and Chestnut streets and the increased traffic on City maintained streets, it is requested that NCDOT assume ownership and maintenance of several city streets that will carry significant diverted state street traffic; more specifically,
  - i. Section of Montgomery Street at N. Chestnut Street.
  - ii. Section of Rock Springs Street, Charles Street and Clark Street.
  - iii. Nicholas Street

The foregoing Resolution 11—84 , upon motion of Council Member \_\_\_\_\_ and second by Council Member \_\_\_\_\_ and having been submitted to a roll call vote received the following votes and was \*\*\*\*\* on this the 22nd day of August 2011: YES: . NO:. ABSENT: . ABSTAIN:.

\_\_\_\_\_  
James D. O’Geary, Mayor

**ATTEST:**

\_\_\_\_\_  
Esther J. McCrackin, City Clerk

Approved to Legal Form:

\_\_\_\_\_  
John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 42, pp. \*\*\**



## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



Agenda Item: \_\_\_\_\_

Council Meeting: 22 August 11 Short Meeting

---

16 August 2011

**TO:** The Honorable Mayor James D O'Geary and Members of City Council

**FR:** A. Ray Griffin, Jr., City Manager

**RE: CAF: 11—114**  
**Consideration Approval of Resolution 11—85, Intent to Sell Former Sanitary Sewer Pump Station Property Located Off of Martin Creek Service Road.**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

- KSO 8: Provide Financial Resourcing

**Recommendation:**

- Approve Resolution 11—85, Intent to Sell Former Sanitary Sewer Pump Station Property Located Off of Martin Creek Service Road.

**Executive Summary**

The Land Planning & Development Committee met on 19 July 2011 and discussed an offer from Fellowship Farms, LLC to purchase the former pump station property located off of Martin Creek Service Road. They have offered a price of \$5,000 for the .50 acre tract. After a brief discussion, the Committee has unanimously agreed to recommend to City Council that they accept the offer as the opening bid for the property. The pump station was taken out of service over 25 years ago, however sanitary sewer easements will remain with the property.

Once the bidding has been completed, the Council may determine to accept the high bid and sell the property accordingly, or it may reject all proposals and not sell the property.

It is the recommendation of the Land Planning Committee to approve a Resolution of Intent to Sell and to proceed with advertising for upset bids in accordance with GS §160A-269.

The City Attorney will manage the advertising and communications with potential bidders.

**Enclosures**

1. Resolution 11—85
2. Survey of Property outlined in Property survey for Freedom Life Church of God
3. Offer to Purchase
4. Land Planning & Development Committee Meeting Minutes

## RESOLUTION 11—85

### A RESOLUTION INDICATING THE CITY COUNCIL’S INTENT TO ACCEPT AN OFFER FOR A PARCEL OF LAND REFERRED TO AS THE FORMER PUMP STATION PROPERTY AND TO ADVERTISE FOR UPSET BIDS PER G.S. § 160A-269

**WHEREAS**, the City of Henderson (City) acquired a tract of land, said property comprising of .50 acres, more or less, and is described in Deed recorded in the Vance County Register of Deeds Office Book 421, pages 100; *and*

**WHEREAS**, Fellowship Farms, LLC has offered to purchase said parcel “*As Is*” for the sum of \$5,000 payable in cash; *and*

**WHEREAS**, the City of Henderson proposes to accept said bid or offer pursuant to the provisions of G.S. § 160A-269, more fully articulated in *Attachment A*.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Henderson:

- 1) That a notice be advertised in accordance with G.S. § 160A-269 that the City Council of the City of Henderson proposes to accept the above offer and advertise said parcel of land for upset bids within the 10 day period provided by the Statutes.
- 2) That the City Clerk is hereby authorized to receive upset bids on said parcel of land within said 10 day period upon compliance by the proposed Purchaser with the General Statutes and depositing with the Clerk the sum of five percent (5%) of its bid, which deposit shall be forfeited if the bid is withdrawn. Any person placing an upset bid must raise the preceding bid by an amount not less than ten percent (10%) of the first \$1,000.00 of the preceding bid plus five percent (5%) of the excess of the preceding bid over the sum of \$1,000.00
- 3) City Council reserves the right at any time to reject any and all offers
- 4) The sale shall be closed at a mutually agreeable date within 20 days after the City accepts an offer or upset bid, at which time the balance purchase price (after application of the deposit on the same) shall be paid in cash and a “Non-Warranty” Deed delivered to the Purchaser by the City conveying the parcel in fee simple.

The foregoing Resolution 11—85, introduced by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ on this the 22<sup>nd</sup> day of August 2011, and having been Submitted to a roll call vote, was approved by the following votes: YES: \_\_\_\_\_ NO: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
James D. O’Geary, Mayor

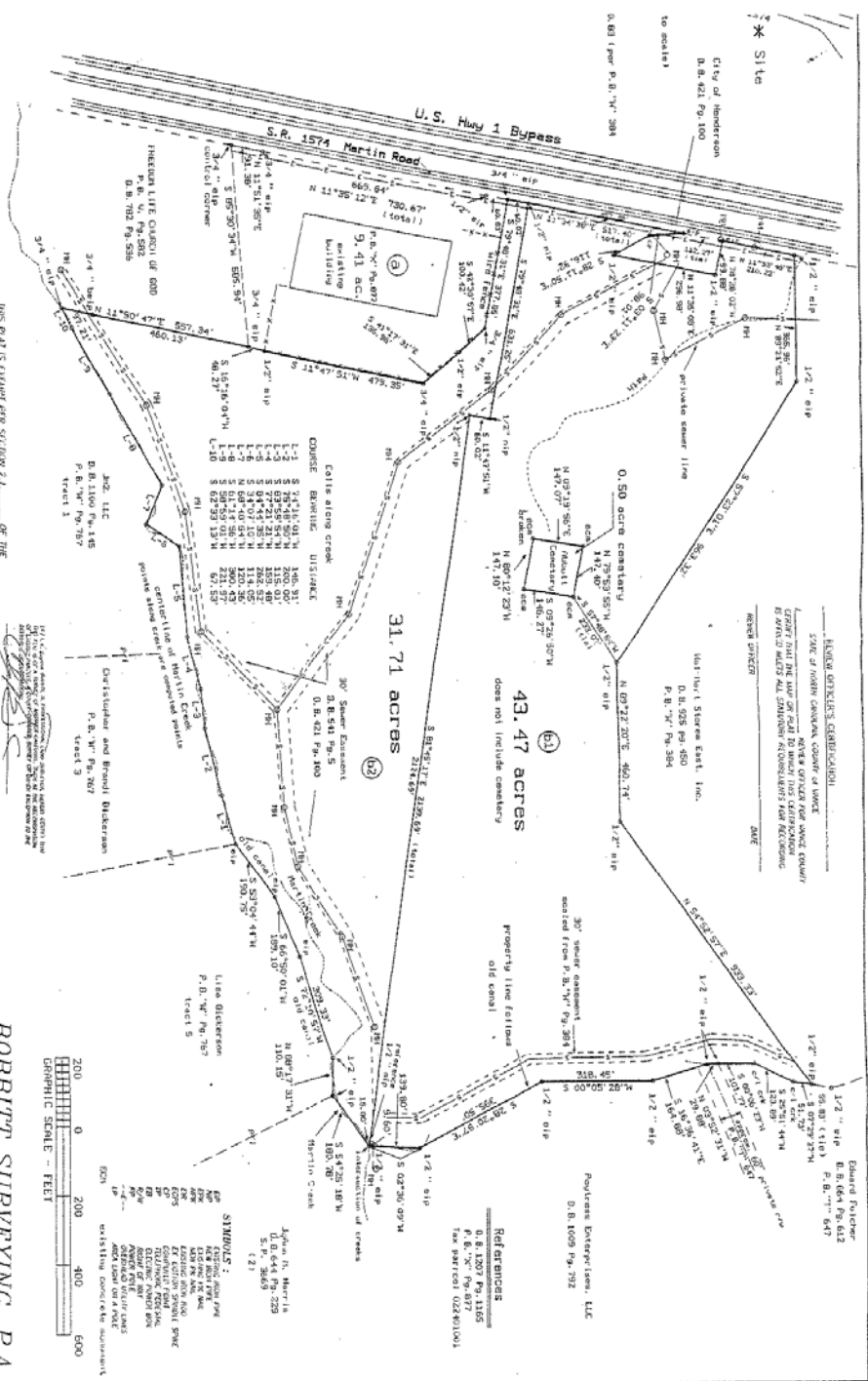
ATTEST:

\_\_\_\_\_  
Esther J. McCrackin, City Clerk

Approved to Legal Form:

\_\_\_\_\_  
John H. Zollicoffer, Jr., City Attorney

EXHIBIT A



**NOTES:**  
 1. THIS PLAT IS EXAMINED PER SECTION 21 OF THE HENDERSON SUBDIVISION REGULATIONS.  
 2. THE PLAT IS EXAMINED PER SECTION 21 OF THE HENDERSON SUBDIVISION REGULATIONS.  
 3. THE PLAT IS EXAMINED PER SECTION 21 OF THE HENDERSON SUBDIVISION REGULATIONS.  
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 9. THE PLAT IS EXAMINED PER SECTION 21 OF THE HENDERSON SUBDIVISION REGULATIONS.  
 10. THE PLAT IS EXAMINED PER SECTION 21 OF THE HENDERSON SUBDIVISION REGULATIONS.

**PLANNING DIRECTOR**  
 DATE

**BOBBITT SURVEYING, P.A.**  
 P.O. BOX 982 \ 437 RAINBOW DRIVE  
 HENDERSON, NORTH CAROLINA, 27536  
 (PH) 252 - 438 - 6182 (FAX) 252 - 438 - 7404  
 Property of  
 Freedom Life Church of God  
 Henderson Township  
 Vance County, North Carolina  
 Scale 1" = 200 Feet  
 Plat File 09 U 37a L  
 (CLUBSON) 4841

**BOBBITT SURVEYING, P.A.**  
 P.O. BOX 982 \ 437 RAINBOW DRIVE  
 HENDERSON, NORTH CAROLINA, 27536  
 (PH) 252 - 438 - 6182 (FAX) 252 - 438 - 7404  
 Property of  
 Freedom Life Church of God  
 Henderson Township  
 Vance County, North Carolina  
 Scale 1" = 200 Feet  
 Plat File 09 U 37a L  
 (CLUBSON) 4841

3111a

Plat Book X, Page 910

BRASSFIELD COMMERCIAL  
PO BOX 278  
FRANKLINTON, NC, 27525  
Phone: 919-494-4040, Fax: 919-494-4041



REALTOR® North Carolina Association  
of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between  
Fellowship Farms, LLC

a(n) LLC ("Buyer"), and  
(individual or State of formation and type of entity)  
City of Henderson

a(n) City Government ("Seller").  
(individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address)  
Martin Creek Road  
Henderson, NC 27536

Plat Reference: Lot(s) \_\_\_\_\_, Block or Section \_\_\_\_\_, as shown on Plat Book or Slide  
n/a at Page(s) n/a, n/a County, consisting of n/a acres.

If this box is checked, "Property" shall mean that property described in Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: n/a; and,  
(ii) some or all of the Property, consisting of approximately 50 acres, is described in Deed Book 421, Page No. 100, Vance County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 5,000.00 (b) "Purchase Price" shall mean the sum of  
five thousand Dollars,  
payable on the following terms:

\$ n/a (i) "Earnest Money" shall mean  
n/a Dollars  
or terms as follows:  
n/a

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with n/a (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED



This form jointly approved by: North Carolina Bar Association and North Carolina Association of REALTORS®, Inc.  
PREPARED BY: Donald Matthews, Broker  
STANDARD FORM 580-T Revised 1/2011 @ 1/2011. North Carolina Association of REALTORS®, Inc.  
RealFAST® Software, ©2011, Version 6.16. Software Registered to: Office Manager, BRASSFIELD COMMERCIAL



Buyer Initials

07/05/11 14:23:19

Page 1 of 7  
Seller Initials

IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: n/a )

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ n/a (ii) Proceeds of a new loan in the amount of n/a Dollars for a term of n/a years, with an amortization period not to exceed n/a years, at an interest rate not to exceed n/a % per annum with mortgage loan discount points not to exceed n/a % of the loan amount, or such other terms as may be set forth on Exhibit B. Buyer shall pay all costs associated with any such loan.

\$ n/a (iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of n/a Dollars being payable over term of n/a years, with an amortization period of n/a years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of n/a percent ( n/a %) per annum in the amount of \$ n/a , with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ n/a (iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ n/a and evidenced by a note bearing interest at the rate of n/a percent ( n/a %) per annum, and a current payment amount of \$ n/a . The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before n/a . On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$ 5,000.00 (v) Cash, balance of Purchase Price, at Closing in the amount of five thousand Dollars.

(c) "Closing" shall mean the date and time of recording of the deed. Closing shall occur on or before n/a or 15 days from end of Examination period

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

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(e) "Examination Period" shall mean the period beginning on the Contract Date and extending through 30 days from contract execution.

*TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.*

(f) "Broker(s)" shall mean:  
Brassfield Commercial Realty ("Listing Agency"),  
Donald Matthews ("Listing Agent" - License # 228572)  
Acting as:  Seller's Agent;  Dual Agent  
and n/a ("Selling Agency"),  
n/a ("Selling Agent" - License # n/a)  
Acting as:  Buyer's Agent;  Seller's (Sub)Agent;  Dual Agent

(g) "Seller's Notice Address" shall be as follows:  
134 Rose Avenue  
Henderson, NC 27536

except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:  
231 Capcom Avenue  
Wake Forest, NC 27587

except as same may be changed pursuant to Section 12.

(i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

n/a  
Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

n/a  
Each party shall pay its own attorney's fees.

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any

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instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before n/a, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

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If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement

(a) All Leases shall be itemized on Exhibit B;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personally listed on Exhibit A, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or

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made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

**Section 13. Entire Agreement:** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (insert "None" or the identification of any matters relating to (i) through (iv) above, if any):  
n/a

**Note:** For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ n/a per n/a.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

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**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior-insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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Fellowship Farms, LLC  
BUYER  DATE 7-5-11  
By: Mike Marguerat

City of Henderson  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
By: Ray Griffin

Date: n/a

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

n/a  
(Name of Firm)

Date: n/a By: \_\_\_\_\_

Land Planning Committee  
Meeting Minutes - DRAFT  
July 19, 2011

Council Member Daeke called the meeting to order at 3:35 p.m.

Council Members Present: Garry Daeke, Michael Rainey, Michael Inscoe, Lonnie Davis

Staff Present: Mayor O'Geary, City Manager Ray Griffin, Assistant City Manager Frank Frazier, Code Compliance Director Corey Williams and City Clerk Esther McCrackin.

Mr. Daeke asked for a motion accepting the minutes as presented. Motion was made by Council Member Inscoe and Council Member Rainey seconded the motion.

*(Clerk's Note: Mr. Griffin arrived at 3:38; Mr. Davis arrived at 3:40 and Mr. Frazier arrived at 3:45 p.m.)*

1. SNB Building. Discussion began with Council Member Daeke stating that at the last meeting it was decided to hold off on selling the building until Mr. Cirello spoke to the NC DOT. City Clerk McCrackin stated that Mr. Cirello reported back that the DOT was in no position to take a stand and if it could be sold they had no objections. Mr. Griffin stated that Roofer, Herb Gupton did pro bono work on the building about 2 years. Discussion ensued regarding the condition of the building and how it would be utilized if "saved" for a transportation hub in anticipation of the completing of the high speed rail project.

Council Member Inscoe suggested the old J.P. Taylor building could be used as the transportation hub if the SNB building sold. Mr. Griffin stated if the decision is to look at the J.P. Taylor building, an amendment would need to be brought before Council as the current position of Council is to have the train stop "in-town."

Assistant City Manager Frazier stated the last time he was in the building it seemed fairly dry. Council Member Inscoe asked and City Manager Griffin will request the City Engineer to inspect the building now, while it is dry, and then return during a rainy period to see if there are any significant leaks in the SNB building.

Overall, it was felt the condition of the building was not good. There was a suggestion of auctioning off the property. A private/public partnership was also suggested as a method of retaining the building for its architectural value. This could possibly involve a 4-5 year incentive period of allowing a developer to work on the building before rent would begin. Council Member Inscoe gave the example of the North Hills Shopping Center in Durham as a result of such a partnership. City Manager stated the building holds no real cash value; however it would be nice to find a way to receive taxes from the property in the future.

Mr. Griffin suggested a conversation with the new EDC Director, Stuart Litkin, and perhaps the DDC, etc. and to report back to this Committee.

2. Sale of Surplus Pump Station Property on Martin Creek Road. Assistant City Manager Frazier stated he had been approached by the Freedom Life Church asking to purchase this small piece of property for approximately \$5,000. Council Member Inscoe asked if the City sees any future use of the property. Mr. Frazier responded none other than maintaining the sewer line and he stated the purchaser is aware of this easement.

The consensus of the Committee was to sell the property.

3. City Owned Property. Code Compliance Director Corey Williams put together a package of all properties owned either by the County/City or only by the City for review.

The majority of the discussion centered on property at 1029 Garnett Street (the old Tip Top Restaurant). Other items discussed were:

1. A request was made that the Cooper Park sign be removed as it is currently being used as a parking lot.
2. The possible creation of an ice skating rink near the train station.
3. Henderson-Vance Corporation Property
4. Mistletoe Villa

Code Compliance Director Williams shared that two properties (434 Whitten Ave and 815 Water Street) currently have individuals living in dwelling on the properties which are County/City owned. Since the majority owner is the County, City Manager will discuss this with County officials.

Overall, the consensus of the meeting was for the City Manager to:

- a. Work with the County specifically to sell the Tip Top property and to also review other dually owned properties which need to be sold.
- b. Talk with the County regarding two properties which are currently occupied.
- c. Talk with the School of Design at NC State, and the EDC regarding the SNB Property.
- d. Have the City Engineer visit the SNB building during a dry and rainy period for an updated status.

The Code Compliance Director was asked to speak to the Fire Chief about possibly using some of the dwellings on these City owned properties for fire training.

Other business included:

Council Member Inscoe asked about the old Police Department building and expressed concern that the unused space, which is part of the Fire Station, should be preserved.

Before adjourning, City Manager Griffin mentioned that Beacon Light is no longer and stated that he, Mayor O'Geary, Code Compliance Director Williams and Betty Jo Shepard from Senator Burr's office visited the site earlier today. Mr. Griffin thanked Mr. Williams for his tenacity in seeing this project to fruition.

With no further discussion this meeting adjourned at 4:47 p.m.

Respectfully submitted,  
Esther J. McCrackin  
City Clerk

# *Meetings and Events Calendar*

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
Sept 5 <sup>th</sup>		<b>LABOR DAY CITY HALL CLOSED</b>	
Sept 6 <sup>th</sup>	3:30 PM	<b>Board of Adjustment</b>	City Council Chambers
Sept 7 <sup>th</sup>	8:00 AM	<b>Clean Up Henderson Committee</b>	City Operations Center
Sept 8 <sup>th</sup>	12:00 PM	<b>Henderson-Vance Recreation &amp; Parks Commission</b>	Aycock Recreation Center
Sept 12 <sup>th</sup>	9:30 AM	<b>KLRWS Advisory Board Meeting</b>	City Hall Large Conference Room
Sept 12 <sup>th</sup>	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
Sept 12 <sup>th</sup>	7:00 PM	<b>Regular City Council Meeting</b>	City Council Chambers
Sept 13 <sup>th</sup>	3:00 PM	<b>Henderson Community Appearance Commission</b>	City Council Chambers
Sept 15 <sup>th</sup>	5:30 PM	<b>Weed &amp; Seed Steering Committee</b>	City Council Chambers
Sept 26 <sup>th</sup>	6:00 PM	<b>City Council Meeting Work Session to Follow</b>	City Council Chambers
Oct 3 <sup>rd</sup>	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
Oct 4 <sup>th</sup>	3:30 PM	<b>Board of Adjustment</b>	City Council Chambers
Oct 5 <sup>th</sup>	8:00 AM	<b>Clean Up Henderson</b>	City Operations Center
Oct 10 <sup>th</sup>	7:00 PM	<b>Regular City Council Meeting</b>	City Council Chambers
Oct 11 <sup>th</sup>	3:30 PM	<b>Henderson Community Appearance Commission</b>	City Council Chambers
Oct 13 <sup>th</sup>	12:00 PM	<b>Henderson-Vance Recreation &amp; Parks Commission</b>	Aycock Recreation Center
Oct 20 <sup>th</sup>	5:30 PM	<b>Weed &amp; Seed Steering Committee</b>	City Council Chambers
Oct 24 <sup>th</sup>	<i>NCLM Conference</i>	<b>City Council Meeting CANCELLED</b>	<i>NCLM Conference</i>
Nov 1 <sup>st</sup>	3:30 PM	<b>Board of Adjustment</b>	City Council Chambers
Nov 2 <sup>nd</sup>	8:00 AM	<b>Clean up Henderson</b>	City Operations Center
Nov 7 <sup>th</sup>	9:30 AM	<b>KLRWS Advisory Board Meeting</b>	City Hall Large Conference Room
Nov 7 <sup>th</sup>	3:00 PM	<b>Henderson Planning Board</b>	City Council Chambers
Nov 8 <sup>th</sup>	3:00 PM	<b>Henderson Community Appearance Committee</b>	City Council Chambers
Nov 10 <sup>th</sup>	12:00 PM	<b>Henderson-Vance Recreation &amp; Parks Commission</b>	Aycock Recreation Center
Nov 11 <sup>th</sup>		<b>VETERANS DAY CITY HALL CLOSED</b>	



*Library Card Sign-Up Month*  
*September 2011*  
**PROCLAMATION**



**WHEREAS**, a library card is the most important school supply of all;  
*and*

**WHEREAS**, children who use the library perform better in school; *and*

**WHEREAS**, libraries enhance the quality of life of the community; *and*

**WHEREAS**, libraries strive to meet the various needs of the community by providing free access to educational, informational, and recreational resources, in a variety of formats, and by offering free activities, classes, and programs for citizens of all ages; *and*

**WHEREAS**, a library card is the most important card a person can own;

**NOW, THEREFORE, BE IT RESOLVED THAT**, I, Mayor James D. O'Geary, Mayor of the City of Henderson, by virtue of the authority vested in me, and on behalf of the City government and all our residents proclaim September to be Library Card Sign-up Month in Henderson, North Carolina, and encourage everyone to sign up for a card at the H. Leslie Perry Memorial Library.

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James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this the 19<sup>th</sup> day of August 2011.

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Esther J. McCrackin City Clerk



## **AGENDA**

**Henderson City Council Work Session  
Monday, 22 August 2011 Immediately Following Regular Session  
R. G. (Chick) Young, Jr. Council Chambers, Municipal Building  
134 Rose Avenue  
Henderson, North Carolina**

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### **Mayor and City Council Members**

Mayor James D. O'Geary, Presiding

Councilmember James C. Kearney, Sr.  
Councilmember Sara M. Coffey  
Councilmember Michael C. Inscoc  
Councilmember D. Michael Rainey

Councilmember Brenda G. Peace—Jenkins  
Councilmember Garry D. Daeke  
Councilmember Lonnie Davis, Jr.  
Councilmember George M. Daye

### **City Officials**

A. Ray Griffin, Jr., City Manager  
John H. Zollicoffer, Jr., City Attorney  
Esther J. McCrackin, City Clerk

### **I. CALL TO ORDER**

### **II. ROLL CALL**

### **III. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA**

### **IV. REGULAR WORK SESSION**

- a) Consideration of Ordinance 11—03, Authorizing FY 12 Budget Amendment #10, to Close Out the City Hall Renovation Project Budget. (CAF 11—09) [See Notebook Tab # 11]
  - Ordinance 11—03
- b) Consideration of Ordinance 11—23, Creating an Availability Charge for any Habitable Structure in the City for Failure to Connect to Available Water and Sewer. (CAF 11—A—17) [See Notebook Tab # 12]
  - Ordinance 11—23



- c) Consideration of CM 11—15, Industry Drive Water Main Extension Update. [*See Notebook Tab # 13*]
- *CM 11—15*

**VI. ADJOURNMENT**

## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



Agenda Item: \_\_\_\_\_

Council Meeting: 22 August 11 Work Session

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18 August 2011

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council  
**FR:** A. Ray Griffin, Jr., City Manager  
**RE: CAF: 11—09**  
**Consideration of Approval of Ordinance 11—03, Authorizing FY 12 Budget Amendment #10, to Close Out the City Hall Renovation Project Budget.**

**Ladies and Gentlemen:**

**Recommendation:**

- Approval of Ordinance 11—03, Authorizing FY 12 Budget Amendment #10, to Close Out the City Hall Renovation Project Budget.

**Executive Summary:**

This project budget was for the renovations and conversion of the former Library at 134 Rose Avenue to the current City Hall. This project is complete and it is now appropriate to close out the budget. The total funds made available were \$665,659. Of these funds \$665,272.67 were utilized leaving a balance of \$86.33, which will be placed in the CIP General Fund Budget for future use.

**Enclosures:**

1. Ordinance 11—03

## ORDINANCE 11—03

Council Member \*\* introduced the following Ordinance that was seconded by Council Member \*\* and read:

### FY 2011-2012 AN AMENDMENT TO THE CIP GENERAL CITY HALL RENOVATION BUDGET AMENDMENT # 10

*WHEREAS*, the City Council of the City of Henderson on June 23, 1993 adopted the CIP-General Fund Budget; *and*

*WHEREAS*, it is necessary to amend the various revenue and expense accounts of the CIP General Fund as different projects open and close.

*NOW THEREFORE BE IT ORDAINED* by the City Council of The City of Henderson, that the following Ordinance be approved and said Ordinance shall be effective immediately upon approval of the City Council:

#### Part I – Adjusting to Actuals

#### CIP GENERAL FUND REVENUES: CIP GENERAL FUND

Account Number	Revenue Line Item	Current Budget	Amended Amount	Total Revised Budget
41-411-4110-35	NC Sales Tax Refund	\$27,079.00	\$(86.33)	\$26,992.67
41-411-4334-71	Sale of Land	628,280.00	0	628,280.00
41-411-4570-00	Sale of Assets	10,000.00	0	10,000.00
<b>Total</b>		<b>\$665,359.00</b>	<b>(86.33)</b>	<b>\$665,272.67</b>

#### CIP GENERAL FUND FUND EXPENDITURES: CITY HALL RENOVATION – OLD LIBRARY

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
41-643-5004-00	Professional Services	\$1,840.00	96.97	\$1,936.97
41-643-5099-00	Contingency	0	0	0
41-643-5101-00	Planning/Design	49,515.00	1,047.34	50,562.34
41-643-5104-00	Construction	528,466.00	(3,417.10)	525,048.90
41-643-5109-00	Equipment/Furnishing	85,538.00	2,186.46	87,724.46
<b>Total</b>		<b>\$665,359.00</b>	<b>86.33</b>	<b>665,272.67</b>

**Part II – Close Out**

**REVENUES**

<b>Account Number</b>	<b>Expenditure Line Item</b>	<b>Current Budget</b>	<b>Amended Amount</b>	<b>Total Revised Budget</b>
41-411-4110-35	NC Sales Tax Refund	\$26,992.67	(\$26,992.67)	\$0
41-411-4334-71	Sale of Land	628,280.00	(628,280.00)	\$0
41-411-4570-00	Sale of Assets	10,000.00	(10,000)	\$0
		<b>\$665,272.67</b>	<b>(\$665,272.67)</b>	<b>\$0</b>

**EXPENDITURES**

<b>Account Number</b>	<b>Expenditure Line Item</b>	<b>Current Budget</b>	<b>Amended Amount</b>	<b>Total Revised Budget</b>
41-643-5004-00	Professional Services	\$1,936.97	(\$1,936.97)	\$0
41-643-5099-00	Contingency	0	0	0
41-643-5101-00	Planning/Design	50,562.34	(50,562.34)	0
41-643-5104-00	Construction	525,048.90	(525,048.90)	0
41-643-5109-00	Equipment/Furnishing	87,724.46	(87,724.46)	0
<b>Total</b>		<b>665,272.67</b>	<b>(665,272.67)</b>	<b>\$0</b>

The foregoing Ordinance 11—03, upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote and received the following votes and was \*\*\*\* on this the \*\* day of \*\*\*\*\*: YES: . NO: . ABSTAIN: . ABSENT: .

\_\_\_\_\_  
James D. O’Geary, Mayor

**ATTEST:**

\_\_\_\_\_  
Esther J. McCrackin, City Clerk  
Reference: Minute Book \*\*1, p. \*\*\*.

**STATE OF NORTH CAROLINA  
CITY OF HENDERSON**

I, Esther J. McCrackin the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 11—03 adopted by the Henderson, City Council in Regular Session on \*\*\*\*, (*Minute Book \*\*\*, p.\*\**). This Ordinance is recorded in Ordinance Book 8, p. \*\*\*.

Witness my hand and corporate seal of the City, this \*\*\*\*\*.

\_\_\_\_\_  
Esther J. McCrackin  
City Clerk  
City of Henderson, North Carolina

**FY 2011-2012  
Budget Ordinance Amendment #10  
CAF #11-09**

CIP General Fund –City Hall Renovation

This budget amendment adjusts the City Hall Renovation project to actual expenditures and closes out the project at a total amount of \$665,272.67. There was \$86.33 left unspent in the project that will go back into the CIP General Fund Budget for future use.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Sandra Wilkerson, Finance Director

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank Frazier, Asst. City Manager

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
A. Ray Griffin, Jr., City Manager

Approved by: City Council Date: \_\_\_\_\_

## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



Agenda Item: \_\_\_\_\_

Council Meeting 22 August 11 Work Session

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4 March 2011

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council

**FR:** A. Ray Griffin, Jr., City Manager

**RE:** CAF: 11-A-17

**Consideration of Approval of Ordinance 11—23, Creating an Availability Charge for any Habitable Structure in the City for Failure to Connect to Available Water and Sewer.**

**Ladies and Gentlemen:**

### **Council Retreat Goals Addressed By This Item:**

- KSO 5: Provide reliable and dependable infrastructure.
- KSO 8: Provide Financial Resourcing – To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities.

### **Recommendation:**

- Approval of Ordinance 11—23, Creating an Availability Charge for any Habitable Structure in the City for Failure to Connect to Available Water and Sewer.

### **Executive Summary**

As a result of annexations and/or utility assessments, water and sewer extensions required are sometimes funded through revenue bonds. In the past, residents have been allowed to remain on their septic systems until such time as said septic systems begin to fail. Under this informal policy, revenues could be insufficient to pay for the construction of the main(s). Currently there is no ordinance which allows the City to begin charging for water and/or sewer service once construction is complete unless a customer applies for a tap.

There is only one known account within the city that remains connected to a well and not on city water; however, upon review of the existing utility accounts within the city, there are approximately 85 +/- accounts that have not connected to City sewer and therefore are not being billed a minimum monthly fee for sewer service.

The minimum monthly fee for water inside the city limits is now \$9.68 and the minimum fee for sewer inside the city limits is now \$12.12. If the ordinance is adopted, the City would begin charging the availability fee of \$12.12 per month for sewer, and the potential increased revenue for sewer would be approximately \$12,362 annually. ( $\$12.12 \times 12 \times 85$ )

Below are several local City/County policies on the issue of an availability fee for water and/or sewer for your consideration.

1. City of Oxford has no availability fee.
2. City of Creedmoor- City policy section 53.15(2) States that “if a property owner has a properly functioning septic tank when water or sewer are made available to his or her property, he or she shall not be compelled to connect to the sewer system so long as his or her septic tank continues to function in a proper manner.” (3) “This shall not relieve the property owner from the obligation to pay regular sewer fees when a sewer is available to the property.
3. Warren County does not charge a monthly fee, but does have a system development fee of \$250 per lot for lots within a subdivision in which Warren County has taken over the system for maintenance.
4. Vance County – Per its website, with a reduced tap fee of \$125 and non connection, there would be a monthly fee of \$25. With the standard tap fee of \$800, there would be no fee if not connected.

In the event this Ordinance is not approved, it is recommended the informal policy of not requiring connection until septic system problems are experienced be amended and the City start enforcing existing regulations requiring connection to the City within 60 days of receiving notification to make said connection. (Section 15-2 of the City Code).

**Enclosures:**

1. Ordinance 11—23
2. Map indicating units not connected to City sewer.

## ORDINANCE 11—23

Council Member \_\_\_\_\_ introduced the following Ordinance which was seconded by Council Member \_\_\_\_\_ and read:

### AN ORDINANCE CREATING AN AVAILABILITY CHARGE FOR ANY HABITABLE STRUCTURE IN THE CITY FOR FAILING TO CONNECT TO AVAILABLE WATER AND SEWER

The City Council of the City of Henderson, North Carolina doth ordain:

Section 1. That the following paragraph be added to Section 15-2 of the City Code:

“(e) In the event an owner (or occupant) of any developed property in which there is situated a residential dwelling unit or commercial establishment located within the City Limits and for which City water is available, fails or refuses to connect to the City water, he shall be charged an availability fee each month equal to the minimum monthly water user fee for properties that are connected to City water.

In the event an owner (or occupant) of any developed property on which there is situated a residential dwelling unit or commercial establishment located within the City Limits and for which City sewer is available fails or refuses to connect to the City sewer, he shall be charged an availability fee each month equal to the minimum monthly sewer user fee for properties that are connected to City sewer.

Failure to make the required connections as provided in this section or to pay the availability charge herein set forth shall constitute a misdemeanor.”

Section 2. The forgoing Ordinance shall be in full force and effect as of the date of its passage.

The foregoing Ordinance 11—23, upon motion of Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ and having been submitted to a roll call vote and received the following votes and was \_\_\_\_\_ on this the \*\*\*\*\* day of \*\*\*\*\*, 2011: YES:            NO: .            ABSTAIN: .            ABSENT: .

\_\_\_\_\_  
James D. O’Geary, Mayor

**ATTEST:**

\_\_\_\_\_  
Esther J. McCrackin, City Clerk

Approved to Legal Form:

\_\_\_\_\_  
John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 42, p. \*\*.*



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**STATE OF NORTH CAROLINA  
CITY OF HENDERSON**

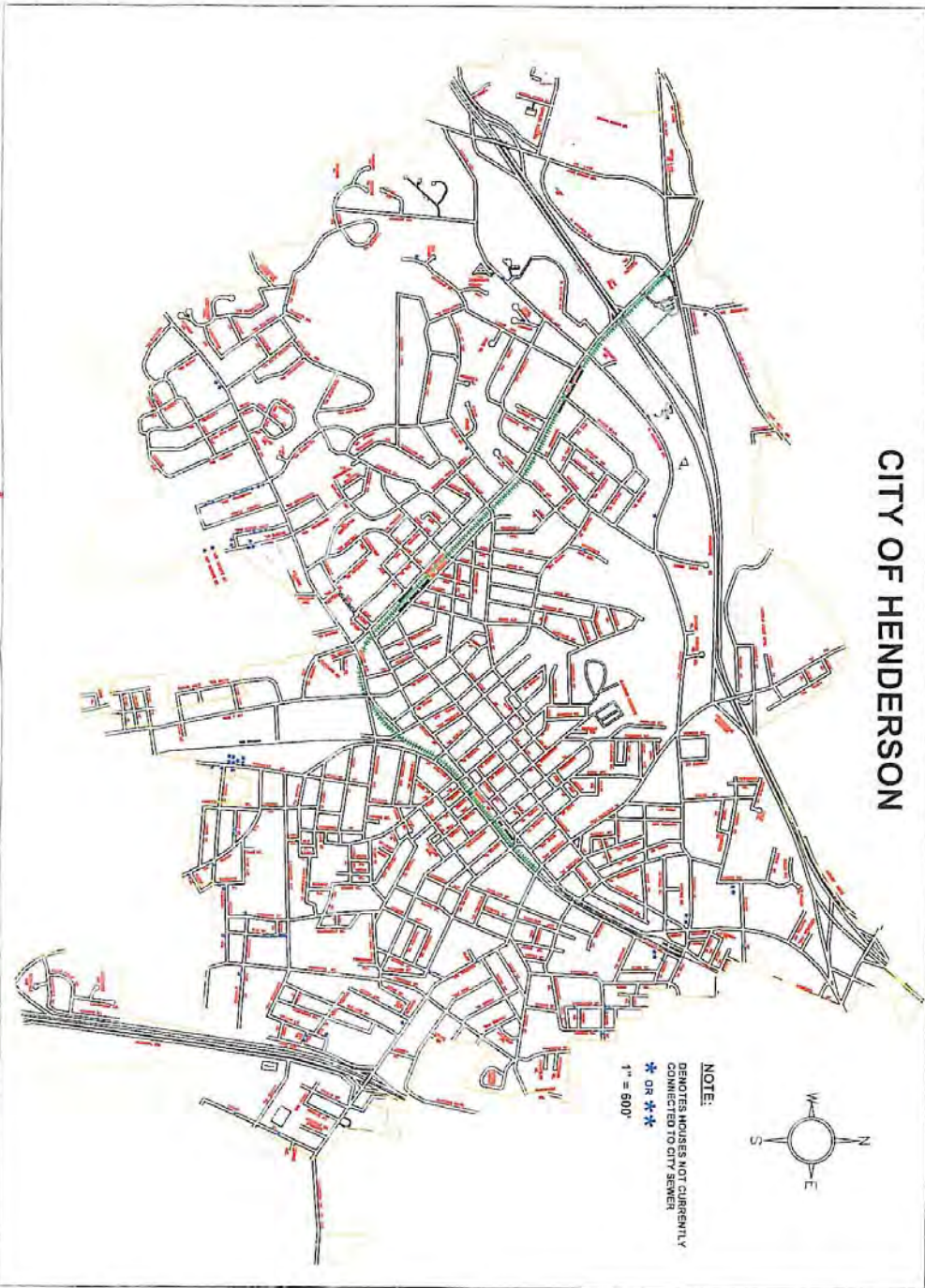
I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing Ordinance is a true and exact copy of *Ordinance 11—23, An Ordinance Creating an Availability Charge for any Habitable Structure in the City for Failing to Connect to Available Water and Sewer, Adopted by the Henderson City Council in Regular Session on \*\*\* \_\_\_\_\_ 2011 (See Minute Book 42, p. \*\*).* This Ordinance is recorded in *Ordinance Book # 8, pp. \*\*\*\*.*

Witness my hand and corporate seal of the City, this \*\*\*\*day of \_\_\_\_\_ 2011.

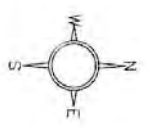
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Esther J. McCrackin  
City Clerk  
City of Henderson, North Carolina

# CITY OF HENDERSON



**NOTE:**  
DENOTES HOUSES NOT CURRENTLY  
CONNECTED TO CITY SEWER  
\* OR \*\*  
1" = 800'



## City Council Action Form

Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



Agenda Item: \_\_\_\_\_

Council Meeting: 22 Aug 11 Work Session

11 August 2011

**TO:** The Honorable Mayor James D.O'Geary and Members of City Council

**FR:** A Ray Griffin, Jr., City Manager

**RE: CM: 11—15**

**Industry Drive Water Main Extension Update**

**Ladies and Gentlemen:**

**Council Retreat Goals Addressed By This Item:**

- KSO 5 – Provide Reliable, Dependable Infrastructure: *To provide reliable, dependable and environmentally compliant infrastructure systems.*

### **Executive Summary**

The City Council approved Resolution 11—03 authorizing the submittal of a pre-application for funding eligibility with the N.C. Rural Center, and written confirmation of the \$70,000 award was received on 14 March 2011.

Under the initial agreement, the City has until 23 August 2011 to submit a full application and performance agreement with the N. C. Rural Center for the construction of water mains along Industry Drive. The City is continuing to work with businesses in the area to secure the performance agreements as well as working out the details of the voluntary annexation requirements as part of the City Policy when connecting to the water and sewer.

Also more time is needed to review and properly address items concerning the Drought Bill provisions and SEPA Environmental Assessment.

This memo is to inform Council that due to these issues, City Administration has sent a request to the NC Rural Economic Development Center for an extension of approximately four (4) weeks to complete the above mentioned items. Verbal communication was made with a representative of the Rural Center regarding this extension and he did not feel there would be a problem with this request, but stated it must be in writing.

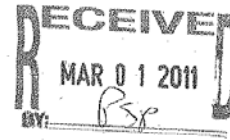
### **Enclosure:**

1. NC Rural Center letter of award received 1 March 2011.
2. Letter to NC Rural Center requesting extension.
3. Resolution 11—03



Valeria L. Lee  
Chair

Billy Ray Hall  
President



February 25, 2011

Mr. Frank Frazier  
City of Henderson  
PO Box 1434  
134 Rose Avenue  
Henderson, NC 27536

RE: FY10/11 North Carolina Economic Infrastructure Program Award  
Ref #: 2011-182-40401-107; Industry Drive Water Extension

Dear Mr. Frazier:

On behalf of our Board of Directors, I am pleased to announce that the Rural Economic Development Center, Inc. has invited the City of Henderson to submit a full application and an executed Performance Agreement under the NC Economic Infrastructure Program. Funds have been awarded for your project in the amount of \$70,000.00, conditional upon receipt of a full application and Performance Agreement by August 23, 2011. The purpose of this program is to assist units of local government with construction of water and wastewater projects that lead directly to job creation in the private sector. Congratulations on this award.

We extend our best wishes to you for continued success and look forward to your full application and Performance Agreement by August 23<sup>rd</sup>. Please pass a copy of this letter of invitation to relevant staff and your project engineer.

Sincerely,

Billy Ray Hall

North Carolina  
  
Rural Economic  
  
Development Center, Inc.  
  
4021 Carya Drive  
  
Raleigh, NC 27610  
  
Phone: (919) 250-4314  
  
FAX: (919) 250-4325

CC: Julie Haigler Cubeta, Program Director



*Office of the Assistant City Manager*

*134 Rose Avenue, P. O. Box 1434, Henderson, NC 27536*

*Phone 252.430.5703 : Fax 252.492.7935 : E-mail [ffrazier@ci.henderson.nc.us](mailto:ffrazier@ci.henderson.nc.us)  
[www.ci.henderson.nc.us](http://www.ci.henderson.nc.us)*

11 August 2011

Ms. Julie Haigler Cubeta, Senior Director  
Physical Infrastructure Office  
NC Rural Economic Development Center, Inc.  
4021 Carya Drive  
Raleigh, NC 27610

Re: Water and Sewer Economic Infrastructure Program:  
Project # 2011-182-40401-107

Dear Ms. Cubeta;

Thank you for your letter dated March 11, 2011 concerning the above mentioned grant of \$70,000 for Industry Drive. The City is currently working on the application and other associated work, however, more time is needed to complete items on the checklist.

The City is continuing to work with the businesses in the area to secure the Performance Agreements as well as working out voluntary annexation requirements as a part of the city policy when connecting to city water and sewer.

Also, more time is needed in reviewing and properly addressing items with the Drought Bill provisions and SEPA Environmental Assessment.

Therefore, the City is requesting an extension of approximately four (4) months to complete the application process.

Thank you for your consideration and I look forward to hearing from you.

If you have any questions or concerns, please call me at 252-430-5703.

Sincerely,

Frank Frazier, Assistant City Manager  
Water Resources and Public Services

cc: Ray Griffin, City Manager

**RESOLUTION 11—03****A RESOLUTION  
AUTHORIZING THE SUBMITTAL OF A PRE-APPLICATION FOR  
FUNDING ELIGIBILITY WITH THE N.C. RURAL CENTER FOR  
WATER MAIN CONSTRUCTION ALONG INDUSTRY DRIVE**

**WHEREAS**, The Henderson City Council (Council) conducted its Annual Planning Retreat in January 2010, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

**WHEREAS**, This Resolution addresses KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems. *and* KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities; *and*

**WHEREAS**, The Council has recognized from the Annexation Report that the cost of extending water and sewer service is not feasible at this time without grant assistance; *and*

**WHEREAS**, The Council approved Resolution 10—105 on 4 November 2010 authorizing the City administration to research grants and other assistance for water and sewer extensions along Industry Drive; *and*

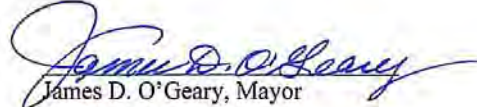
**WHEREAS**, City administration informed the Council it has researched and found possible assistance from the NC Rural Center; *and*

**WHEREAS**, a pre-application must be submitted to determine if a full application may be submitted; *and*

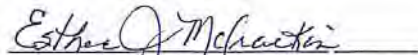
**WHEREAS**, there is a local match of 5% required for the project with the remaining funds to be derived from the Rural Center and other local or private sources.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY** authorize City administration to submit a pre-application to the NC Rural Center for the purpose of extending a water line along Industry Drive.

The foregoing Resolution 11—03, upon motion of Council Member Rainey and second by Council Member Peace-Jenkins, and having been submitted to a roll call vote received the following votes and was **APPROVED** on this the 10<sup>th</sup> day of January 2011: YES: Rainey, Peace-Jenkins, Daeke, Davis and Daye. NO: None. ABSTAIN: None. ABSENT: Coffey, Evans and Inscoc.

  
James D. O'Geary, Mayor

**ATTEST:**

  
Esther J. McCrackin, City Clerk

Approved to Legal Form:

  
John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 42, p. 4.*