



AGENDA

Henderson City Council Regular Meeting

Monday, 10 October 2011 7:00 p.m.

R. G. (Chick) Young, Jr. Council Chambers, Municipal Building

134 Rose Avenue

Henderson, North Carolina

Mayor and City Council Members

Mayor James D. O'Geary, Presiding
Councilmember James C. Kearney, Sr.
Councilmember Sara M. Coffey
Councilmember Michael C. Inscoe
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 Behavior¹ and Transparency in Governance². 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.

¹ **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.

² **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) 26 September 2011 Short Regular Meeting *[See Notebook Tab #1]*
- b) 26 September 2011 Work Session

VII. PROCLAMATIONS AND RECOGNITIONS

- a) Presentation by Mr. Charles E. Powell regarding the Corbitt Truck Show and Reunion

VIII. 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.³

IX. NEW BUSINESS

- a) Consideration of Approval of Resolution 11—104, Authorizing the Donation of 24 Obsolete Portable Radios and 8 Obsolete Mobile Radios to the Vance-Granville Basic Law Training Program. (CAF 11—135) *[See Notebook Tab #2]*
 - Resolution 11—104
- b) Consideration of Approval of Resolution 11—105 , Accepting an Offer of \$5,000 for a Former Pump Station Lot Off of US 1 Bypass, Plat Book “X”, Page 910, Vance County Registry. (CAF 11—A—114) *[See Notebook Tab #3]*
 - Resolution 11—105
- c) Consideration of Approval of Resolution 11—107, Approving Change Order No. 1 to the Contract for the Ultraviolet Disinfection Equipment Installation with H. G. Reynolds Company of Henderson, North Carolina in the Amount of \$71,124. (CAF 11—96) *[See Notebook Tab #16 – Please note this tab number is out of sequence]*
 - Resolution 11—107

X. CONSENT AGENDA

All matters listed under the Consent Agenda have either been previously discussed by City Council during a previous meeting and/or are considered in the ordinary course of business by the City Council and will be enacted-on by one motion and a roll call vote in the form listed. If discussion is desired by either the Council or the Audience, the item in question will be removed from the Consent Agenda and considered separately after the revised consent agenda has been approved.

- a)** Consideration of Approval of Ordinance 11—45, FY12 Budget Amendment #15, Adjustment and Close Out of 2009 BJA JAG Grant. *(CAF 11—A—100) [See Notebook Tab #4]*
 - Ordinance 11—45
- b)** Consideration of Approval of Ordinance 11—56, Preventing a House Which has been Cited to be in Violation of the Minimum Housing Code to be Re-Occupied Until Passing an Inspection and After the Water has been Turned On to Service the Premises. *(CAF 11—A—122) [See Notebook Tab #5]*
 - Ordinance 11—56
- c)** Consideration of Approval of Ordinance 11—61, FY12 Budget Amendment #16, Adjustment and Close Out of 2007 Governor's Crime Commission Gang Violence Prevention Grant. *(CAF 11—132) [See Notebook Tab #6]*
 - Ordinance 11—61
- d)** Consideration of Approval of Resolution 11—102, A Resolution of the Henderson City Council Ratifying the Mayor's Signature on North Carolina Rural Economic Development Center Contract 2010-227-40101-112, Amendment No. 2. *(CAF 11—133) [See Notebook Tab #7]*
 - Resolution 11—102
- e)** Consideration of Approval of Resolution 11—100, Accepting Two North Carolina League of Municipalities Safety Grants for Purchase of ANSI II Safety Clothing and Equipment; and Approval of Ordinance 11—60, FY12 Budget Amendment #14, Establishing the NC League of Municipalities Grant Budget for the Above Mentioned Grants. *(CAF 11—130) [See Notebook Tab #8]*
 - Resolution 11—100
 - Ordinance 11—60

- f) Consideration of Approval of Resolution 11—89, Transferring Municipal Court Dockets from 7 June 1927 through 30 June 1949 to the North Carolina Department of Cultural Resources. (CAF 11—119) [See Notebook Tab #9]

- Resolution 11—89

XI. WORK SESSION ITEM (This section has been added due to the cancellation of the 24 October Work Session)

- a) Consideration of Resolution 11—106, Authorizing an Investigation into the Efficacy of Developing a Dabney Drive—Corbitt Road One-Way Pair from South Garnett Street to Interstate 85. (CAF 11—136) [See Notebook Tab #10]

- Resolution 11—106

- b) Consideration of Resolution 11—103, Approving an Exemption to the Mini Brooks Act Relative to Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility. (CAF 11—134) [See Notebook Tab #11]

- Resolution 11—103

- c) Consideration of Ordinance 11—59, Amending Portions of Chapter 29 Relating to Parks and Recreations and the FY 11-12 Annual Fee Schedule Regarding Rentals and Clean Up at Fox Pond Park Covered Picnic Shelters, FY 11-12 Budget Amendment #17. (CAF 11—128) [See Notebook Tab #12]

- Ordinance 11—59

- d) Consideration of CM 11—18, Discussion Regarding Implementation Date of New Utility Disconnect and Security Deposits Policies. [See Notebook Tab #15 – **Please note this tab number is out of sequence**]

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.³

³ **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;

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 #13]*
 - ii. Various Departmental Reports *[See Notebook Tab #14]*
 - National Domestic Violence Awareness Month
 - Henderson-Vance County 911
 - Code Compliance Department
 - Henderson Fire Department

XIII. CLOSED SESSION

- a)** Pursuant to GS 143-318.11(a)(3) Attorney-Client Matter

XVI. ADJOURNMENT

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- 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;
 - 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

Short Regular Meeting - DRAFT

26 September 2011

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:

Council Member Lonnie Davis, Jr.

STAFF PRESENT

City Manager Ray Griffin, City Clerk Esther McCrackin, Assistant City Manager Frank Frazier, Finance Director Sandra Wilkerson, Engineering Director Peter Sokalski, Fire Chief Danny Wilkerson, Police Chief Keith Sidwell, Planning Director Erris Dunston, Kerr Lake Regional Water Manager Christy Lipscomb, Human Resources Director Cathy Brown, and Code Compliance Director Corey Williams.

CALL TO ORDER

The 26 September 2011 meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

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

OPENING REMARKS

Mayor O'Geary opened the meeting by saying it is always good to have both citizens and staff in attendance.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Peace-Jenkins led those in attendance in a prayer and the Pledge of Allegiance.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. Motion was made by Council Member Inscoe to approve the agenda. Motion seconded by Council Member Daye and unanimously approved.

APPROVAL OF MINUTES

Mayor O'Geary asked for any corrections to and/or approval of the minutes. City Clerk Esther McCrackin stated two changes had been requested by City Attorney Zollicoffer: 1) *Under Amending Section 10-49 of the city Code Clarifying the Carrying of Concealed Weapons on City Properties* and 2) *Appointing Bennett Perry Museum*. With those changes, Council Member Rainey moved the approval of the following minutes: 12 September 2011 Regular Meeting. Motion seconded by Council Member Peace-Jenkins and unanimously approved.

PRESENTATIONS & RECOGNITIONS

- a) **Muscular Dystrophy Association Presentation** – Ms. Elizabeth Fligor, Fundraising Coordinator for the Muscular Dystrophy Association (MDA) in this region thanked Fire Chief Wilkerson and his team for their first time participation in the “*Boot Drive*” which gathers contributions for MDA. The firefighters were out over the Labor Day weekend and, according to Ms. Fligor, collected more contributions than any other municipality in the region, earning the coveted *Brass Bell* award.

Mayor O'Geary thanked the Fire Department for supporting MDA and presented both Ms. Fligor and the Fire Chief and a proclamation proclaiming October Muscular Dystrophy Month.

- b) **International Walk to School Day** – Officer Angela Feingold along with several other officers and citizens introduced the Walk to School day which will be 5 October 2011. In 2009, there were 244 deaths and 13,000 vehicle-related injuries to child pedestrians. Sponsors are hopeful this event will bring awareness and reduce the number of deaths/injuries. Officer Jessica Pironis distributed wristbands and a safety sheet to all the Council Members as they were encouraged to participate.

Mayor O'Geary expressed his thanks to the group and presented a plaque proclaiming October 5th as International Walk to School Day.

PUBLIC HEARING

Requesting an Amendment to the Carey Chapel Crossing CDBG Grant 04-C-1304.
(Reference: CAF 11—121; Resolution 11—91)

City Manager Griffin stated the City partnered with Dennis Tharrington on this project in 2004. Mr. Griffin stated he advised Mr. Tharrington last week of this amendment request and told Council that Mr. Tharrington expressed concurrence with the amendment. He then asked Planning Director Erris Dunston to advise Council on this amendment.

Ms. Dunston reiterated that in 2004 the City received \$216,000 for developing the Carey Chapel infrastructure on the first twelve (12) lots. The City completed the requirements; however, due to the housing recession, only eight (8) homes have been built. Ms. Dunston stated due diligence had been done in attempting to complete more homes with no results. Now the City is asking the State to amend the grant by reducing the requirement from twelve (12) homes to eight (8) homes.

Council Member Rainey asked if anyone had talked to the State about this amendment. Ms. Dunston stated yes and that they seemed favorable to the request.

There were no further questions so Mayor O'Geary opened the Public Hearing by asking if anyone was present who wished to speak in favor of this amendment.

No one came forward so Mayor O'Geary then asked if anyone was present who wished to speak in opposition to the amendment. No one came forward.

Mayor O'Geary then closed the Public Hearing and asked for Council's pleasure

Council Member Peace-Jenkins moved the approval of Resolution 11—91, *Requesting an Amendment to the Carey Chapel Crossing CDBG Grant 04-C-1304*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Daye. NO: None. ABSENT: Davis (*See Resolution Book 2, p. 183.*)

(Clerk's Note: Public Notice was properly posted, as required by State law.)

PUBLIC COMMENT PERIOD ON AGENDA ITEMS

No citizen indicated a desire to speak to Council on agenda items.

OLD BUSINESS

Amending City Charter to Provide for Redistricting of the City Electoral Districts in Accordance with the 2010 Census. (*Reference: CAF 11-C-101; Ordinance 11—47*)

City Manager Griffin asked City Attorney John Zollicoffer to update Council. Attorney Zollicoffer reminded Council that the 2010 census figures required changes to the current Wards and stated this Ordinance sets forth procedures for changing ward boundaries. Once approved Attorney Zollicoffer will take the next appropriate step in this process.

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

Council Member Kearney moved the approval of Ordinance 11-47, *Amending City Charter to Provide for Redistricting of the City Electoral Districts in Accordance with the 2010 Census*. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Daye and Kearney. NO: None. ABSENT: Davis. (*See Ordinance Book 8, p. 297.*)

NEW BUSINESS

Authorizing Modification of 2010 Main Street Round II Grant with Amendment #1. (Reference: CAF 11—131; Resolution 11—101)

City Manager Griffin requested City Engineer Peter Sokalski to present this item to Council. Mr. Sokalski stated this grant was originally applied for to replace the roof on City Hall. Triangle Roofing's bid came in under the estimated expected bid and the project was completed in June 2011. Because of the low bid, there are still funds available from this grant. According to conversations with the State, these remaining funds can be used to replace the one HVAC in the building which was not replaced when City Hall moved to the current location. This HVAC controls the large conference room and the Mayor's office. Mr. Sokalski contacted Larry's Service Company but they were unable to determine the age of the system. The estimated cost to replace the HVAC is \$3,390 and because this is a matching grant, one half of the cost will be the responsibility of the City (approximately \$1,695) with the grant paying the other portion.

Mayor O'Geary asked for the pleasure of Council.

Council Member Rainey moved the approval of Resolution 11-101, *Authorizing Modification of 2010 Main Street Round II Grant with Amendment #1*. Motion seconded by Council Member Kearney and APPROVED by the following vote: YES: Inscoe, Rainey, Peace-Jenkins, Daeke, Daye, Kearney and Coffey. NO: None. ABSENT: Davis. (See Resolution Book 2, p 203.)

Approval of Grant/Loan Applications to NC Drinking Water State Revolving Fund for Various Water System Improvements. (Reference: CAF 11—118; Resolution 11—88)

City Manager Griffin asked Assistant City Manager Frank Frazier to discuss this item. Mr. Frazier stated the City has been notified by the NC Department of Environment and Natural Resources (DENR) of a grant/loan opportunity to obtain funds to help with maintenance, expansions and replacements of parts, lines and equipment for local water systems. This is a three-fold project that he has worked on with the City Engineer and Kerr Lake Regional Water Manager. Mr. Frazier reminded Council that this matter was discussed at the 22 August Work Session and the deadline to apply is the end of this month. He then asked City Engineer Peter Sokalski to speak regarding the water lines.

Mr. Sokalski distributed two handouts showing the most critical sections of water lines needing improvements/replacement. He stated that this list was developed by reviewing all the City lines and then reviewing the same with the Utilities Supervisor Andy Perkinson to determine the worst problem areas.

Council Member Kearney asked for time to review the maps to ensure equitable replacement balance throughout the City.

Mr. Sokalski went on to state that the second part of this project is the radio read meters. He shared he spoke with State representatives and if accepted, City crews can install the meters, thus the entire amount granted would go toward meter purchases.

Mr. Sokalski also stated that there will be three separate applications for this grant/loan. This way, if one is rejected the other two may still be considered whereas if all three projects were submitted as one, they would all be rejected if one part of the project was unacceptable to the State.

Council Member Rainey asked about the criteria used to select the replacements of water lines. Mr. Sokalski stated a map was established showing major breakage/problems and with Mr. Perkinson's help, the map was reduced to the list presented according to the areas needing the most repair. Mr. Frazier stated some areas were looked at because of the problems of keeping fresh water flowing and in several areas, the lines were never relocated to larger mains thus continual flushing is necessary. Attorney Zollicoffer stated some lines are small as they were installed by private developers before becoming annexed into the City.

Council Member Kearney asked if the cost included patching. Mr. Frazier responded yes.

Council Member Daeke commented that it would be good if the City could receive funding to help upgrade the areas where needs are the greatest.

Mr. Frazier also commented that these upgrades would help with fire-flow and then asked Kerr Lake Regional Water Manager Christy Lipscomb to present the third part of the project.

Ms. Lipscomb stated that a new pump was installed in 2005 which the plant now runs off from every day. The other two pumps at the plant were installed in the late 70's or early 80's and are not capable of pumping the same amount as the newer pump. Thus this portion of the project is a request to replace the older of the two remaining pumps with one like the 2005 pump. This would provide for the necessary daily usage if the 2005 pump became incapacitated for any reason. The replacement pump will be more energy efficient thus making it available for green monies.

Council Member Coffey confirmed that splitting the project into three (3) applications would provide the best chances for approval.

City manager Griffin commended Mr. Frazier and the team for their work in identifying the grant and moving it along to help decrease the City's expense in accomplishing this work.

Council Member Coffey asked if these replacements would help with the City's fire rating. Mr. Griffin responded he did not think it would take the City from a 4 status to a 3 status due to other outstanding issues, but it will mitigate a lot of problems and increase water quality in many areas. Ms. Coffey then asked if replacing 1" lines with 2" could cause problems down the road and if it would affect pressure in individual homes.

Mr. Frazier responded that in previous replacements, letters have been sent to homeowners stating they could see some pressure changes and very little problems were encountered.

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

Council Member Inscoe moved the approval of Resolution 11-88, *Approval of Grant/Loan Applications to NC Drinking Water State Revolving Fund for Various Water System Improvements*. Motion seconded by Council Member Kearney and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Daye, Kearney, Coffey, and Inscoe. NO: None. ABSENT: Davis. (See Resolution Book 2, p 177.)

Appointing Mayor Pro Tem. (Reference: CAF 11—125; Resolution 11—93)

City Manager Griffin stated with the Mayor Pro Tem, Lonnie Davis, recuperating, there could be times when the Mayor is out of place. Appointing a Chairman Pro Tem would allow the City to continue business by signing documents, attending events, etc.

Mayor O'Geary shared he spoke to Council Member Davis regarding this appointment. The Mayor stated Council Member Davis felt it would be in the best interest of the City and asked the Mayor to encourage Council to move forward with this until he is back on his feet. The Mayor shared Mr. Davis sent his regards and hopes to be back soon.

Council Member Inscoe nominated Council Member Rainey for Chairman Pro Tem. There were no other nominations and Council Member Kearney moved the nominations be closed.

Mayor O'Geary asked for the pleasure of Council.

Council Member Daeke moved the approval of Resolution 11-93, *Appointing Chairman Mayor Pro Tem*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Peace-Jenkins, Daeke, Daye, Kearney, Coffey, Inscoe and Rainey. NO: None. ABSENT: Davis. (See Resolution Book 2, p 187.)

Amending Personnel System 1) Section 2.07, Responsibility of Department Heads to Include Employee Inventory List; 2) Adding Section 2.08, Responsibility of Employee; 3) Amending Section 4.13, Terminal Pay Policy; 4) Amending Section 6.07, Cell Phone Policy and 5) Section 8.09-D Medicare Supplement. (Reference: CAF 11—126; Resolution 11—94)

City Manager Griffin stated as from time to time the Human Resources Committee meets to tweak policies and he asked Human Resource Director Cathy Brown to explain these changes.

Ms. Brown stated the Human Resources Committee met on 22 September 2011 and suggested approval of the amendments being brought before Council this evening. The Inventory List creates consistency with State statutes and in City documentation: Section 2 in the current policy speaks to the responsibilities of Department Heads and the City but there is nothing referencing the employees' responsibilities.

Ms. Brown stated changes to the current cell phone policy will reduce redundancy in the current policy. City Manager Griffin stated cell phones are currently treated in the same manner as travel. He said this portion of the policy needs tweaking and has appointed a committee to make recommendations. Once those recommendations are received this policy will again come before Council. Council Member Kearney clarified personal use of cell phones is against City policy. Mr. Griffin responded yes. He also stated the City benefits from the "family" plan which

provides a cushion for departments such as the police department who normally over-utilize their allowed minutes. Mr. Griffin stated since the change to Verizon, the City has over a year's worth of data, and several phones have been withdrawn since they were not being used.

Discussion then moved to Terminal Pay with Ms. Brown stating that by law the City must notify terminating employees of the value of all items which should be returned and shared that this amount can be deducted from their final paycheck if the items are not returned.

The last portion of this amendment involves the Medicare Supplement Plan. Ms. Brown stated that the current plan is now age specific and all retirees over the age of 65 need to re-apply for coverage. This will not change their coverage in any way --- it will actually add a wellness program. If the retirees chose not to re-apply, they will be responsible for the difference in costs since the re-application will provide the City with approximately 18-20% savings for this plan year.

Council Member Daeke asked if the rates could change later. Ms. Brown responded the existing rate is for the current year. Council Member Rainey asked if the retirees would need to re-apply when their age bracket changed. Ms. Brown responded no; they would be moved automatically.

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

Council Member Peace-Jenkins moved the approval of Resolution 11-94, *Amending Personnel System 1) Section 2.07, Responsibility of Department Heads to Include Employee Inventory List; 2) Adding Section 2.08, Responsibility of Employee; 3) Amending Section 4.13, Terminal Pay Policy; 4) Amending Section 6.07, Cell Phone Policy and 5) Section 8.09-D Medicare Supplement*. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Daeke, Daye, Kearney, Coffey, Inscoe, Rainey, and Peace-Jenkins. NO: None. ABSENT: Davis. (See Resolution Book 2, p 189.)

Mr. Griffin asked Ms. Brown to return to the podium to share information about the Wellness Program. Ms. Brown shared that 97.3% of City employees completed the required health assessment which is outstanding. She also shared that there will be a nutrition counseling class on 30 September which she hopes for 50% participation of those enrolled.

CONSENT AGENDA

City Clerk McCrackin read the Consent Agenda, summarized as follows:

- a) **Ratifying and Approving the Mayor's Signature on the North Carolina Rural Economic Development Center Contract 2008-349-40101-12, Amendment No. 3.** This amendment is necessary to extend the completion deadline of the UV Disinfection System Project to 31 December 2011. (Reference: CAF 11—129; Resolution 11—99) (See Resolution Book 2, p. 199.)

- b) **Accepting the 2011 BJA Grant in the Amount of \$30,818; and FY12 Budget Amendment #12, Establishing the 2011 BJA Grant Project Budget.** This grant authorizes an annual application to the US Department of Justice for shared funds between the City and County in the amounts of \$20,211 and \$10,607 respectively. (Reference: CAF 11—120; Resolution 11—90; Ordinance 11—58) (See Resolution Book 2, p 181; Ordinance Book 8, p 319.)
- c) **Thanking Senator Richard Burr, Former Congressman Bob Etheridge and HUD's Deputy Assistant Secretary for Multifamily Housing Janet Golrick for their Assistance in Resolving the Beacon Light –Baxter Goodwill Apartment Blight Issue.** This resolution thanks the above individuals for helping to expedite the demolition of the Beacon Light-Baxter Goodwill apartments. (Reference: CAF 11—11—69; Resolution 11—42) (See Resolution Book 2, p 83.)

Mayor O'Geary asked if anyone wanted to remove any items. None were requested. He then asked for the pleasure of Council.

Council Member Rainey moved the approval of the Consent Agenda as presented. Motion seconded by Council Member Peace-Jenkins and APPROVED by the following vote: YES: Daye, Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins and Daeke. NO: None. ABSENT: Davis. (See Resolution Book 2, p 83, 199 and 319.)

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

The City Clerk advised no one wished to address Council on non-agenda items.

REPORTS

Mayor/Mayor Pro-Tempore (No Report)

City Manager (No Report)

City Attorney (No Report)

City Clerk (No Report)

Council Member Rainey expressed public thanks to Officer Joseph Gwinn for his congenial and gracious help to his aunt. Not only did Officer Gwinn remain with her until her vehicle was serviced --- he followed her home. Mr. Rainey thanked Police Chief Sidwell for how this officer handled the situation.

Mr. Rainey then stated Council needed to find more dollars in the budget for the police department in light of the incident outside the J.C. Penney store last Thursday evening. Mr. Rainey felt the City is suffering due to a lack of officers on the force and said he has received many comments from people saying they will not shop in that area because of such incidents.

Council Member Coffey continued the conversation by thanking Chief Sidwell and the police force for recently taking several criminals off the streets and into federal prisons.

Council Member Daeke asked what the City's role is regarding lighting at malls. City Attorney John Zollicoffer stated a letter can be sent to the owner and/or an ordinance could be passed

regarding the size of the mall and required lighting. He also stated enforcement issues would need to be addressed if Council chose to go this route and the Board of Adjustment would need to provide input.

Chief Sidwell spoke briefly regarding the Crime Prevention through Environment Design (CPED) program which is a free service offered to both businesses and residents to help review security measures such as landscaping and lighting issues.

City Manager Griffin stated Progress Energy sells parking lot lights and works with businesses to determine design and effective coverage.

Council Member Kearney wondered if there was ample lighting at the mall. Council Member Coffey asked if security could be required. Chief Sidwell stated security can be suggested but ultimately it is up to the business owner.

Council Member Kearney inquired as to whether the City had a Relay for Life Team. He was told the City had a team at one time but not currently. In light of that information, Mr. Kearney disclosed as 3rd prize winner of the Ducky Derby he plans to contribute 10% to his church; 40% to Franklin Granville Vance Smart Start (Ducky Derby organizer); 40% to Relay for Life; and 10% to his family.

With no further business, Mayor O'Geary asked for adjournment.

ADJOURNMENT

Council Member Daeke moved for adjournment. Motion seconded by Council Member Daye and unanimously approved. The meeting adjourned at 7:27 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin, City Clerk

City Council Minutes--*DRAFT*

Work Session

26 August 2011

PRESENT

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

ABSENT

Council Member Lonnie Davis, Jr.

STAFF PRESENT

City Manager Ray Griffin, City Clerk Esther J. McCrackin, Assistant City Manager Frank Frazier, Finance Director Sandra Wilkerson, Engineering Director Peter Sokalski, and Code Compliance Director Corey Williams.

CALL TO ORDER

The 26 September 2011 Work Session of the Henderson City Council was called to order by Mayor James D. O'Geary at 7:33 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 a quorum was present.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked for any corrections to and/or approval of the agenda. Council Member Rainey moved the approval of the agenda. Motion was seconded by Council Member Coffey and unanimously approved.

Before moving into the Work Session, City Manager Griffin asked if Council had any preference if a public comment period was added to the Work Session to allow citizens to speak. There was no discussion so a public comment period will be added to all future agendas.

WORK SESSION ITEMS

Preventing a House Which has been Cited to be in Violation of the Minimum Housing Code to be Re-Occupied Until Passing an Inspection and After the Water has been Turned on to Service the Premises. *(Reference: CAF 11—122; Ordinance 11—56)*

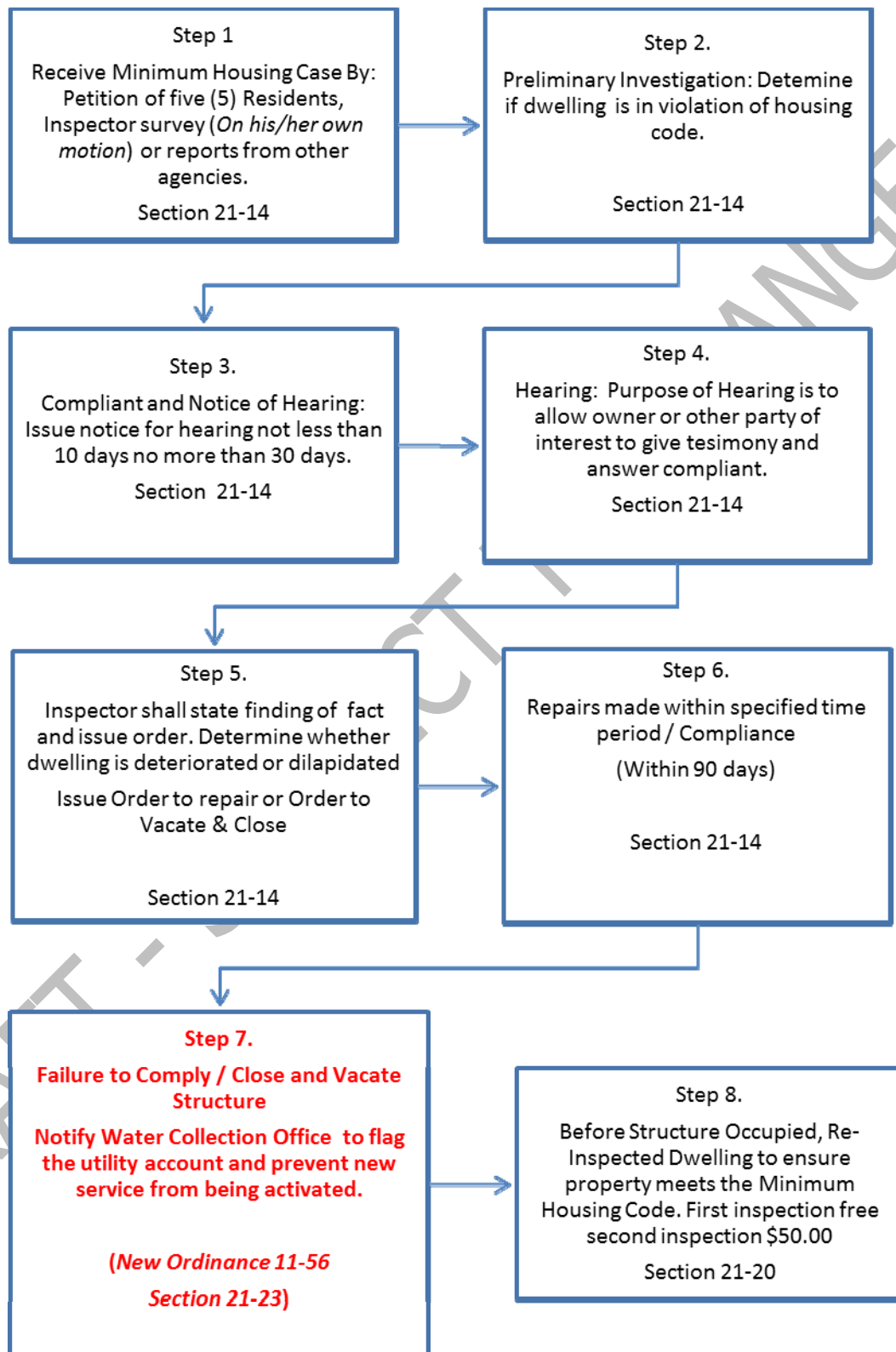
City Manager Griffin asked Code Compliance Director Corey Williams to clarify the misconceptions that have circulated regarding this item.

Mr. Williams distributed a flow chart (see next page) showing the steps necessary before a house cited to be in violation of code should/could be reoccupied. He reviewed existing steps 1-6 and stated Step 7 is new. This step provides leverage to stop property from being re-occupied before the Code Department revisits the property to ensure it is in compliance with Code.

Council Member Rainey asked if there is any recourse for a tenant in the house who contacts their landlord who is unwilling to bring the house up to code. Mr. Williams stated the tenant can call the Code Compliance Department and Section 21 of the City Code provides the right to inspect the property. Also, a warrant can be obtained if needed. Mr. Williams went on to state that if the owner can't or won't fix the problems, the tenant is removed and the property cannot be rented until it meets Code.

City Attorney Zollicoffer interjected a landlord is always given the option to repair the problem before vacancy is required.

Council Member Coffey confirmed that if requested the City inspects the property, the property owner is given an opportunity to fix the problem(s) and if not repaired, the property is deemed uninhabitable and shall remain vacant until brought up to Code (deemed safe and inhabitable). Mr. Williams affirmed this summary.



Mr. Williams than asked Council to look at the second page of his handout (see below) and reviewed what the ordinance allows and does not allow.

WHAT IT IS	WHAT IT IS NOT
1. Keep water from being turned on in dwellings that have been through enforcement process.	1. Not a way to inspect property without notice to property owners
2. Fee: Free for first inspection. Second inspection \$50.00. Already in Code Section 21-20	2. Not target for all dwellings without water
3. Only for dwellings that are in the enforcement process that fails to comply with order.	3 NOT a FORM of Rental CO (Rental Certificate of Occupancy) purpose was to inspect a dwelling prior to tenant occupying dwelling. <i>This is not the purpose of this ordinance</i>

There was no further discussion and it will be brought forward to the next regular Council meeting.

FY12 Budget Amendment #15, Adjustment and Close Out of 2009 BJA JAG Grant. (Reference: CAF 11—A—100; Ordinance 11—45)

(Clerk's Note: See FY12 Budget Amendment #16 below)

FY12 Budget Amendment #16, Adjustment and Close out of 2007 Governor's Crime Commission Gang Violence Prevention Grant. (Reference: CAF 11—61; Resolution 11—61;p Ordinance 11—60)

City Manager Griffin stated both FY12 Budget Amendment #15 and FY12 Budget Amendment #16, are both close out items related to the police department and asked Council to consider these items together.

There was no discussion. These two items will be brought to the next regular Council meeting.

Accepting Two North Carolina League of Municipalities Safety Grants for Purchase of ANSI II Safety Clothing and Equipment; FY12 Budget Amendment #14, Establishing the NC League of Municipalities Grant Budget for the Above Mentioned Grants. *(Reference: CAF 11—130; Resolution 11—100; Ordinance 11—60)*

City Manager Griffin asked Assistant City Manager Frazier to address Council. Mr. Griffin stated this confirms Council's previous discussion regarding these grants which will help the City purchase safety equipment and uniforms/coats for work zone employees' protection.

It was the consensus of Council to move forward with this item.

Transferring Municipal Court Dockets from 7 June 1927 through 30 June 1949 to North Carolina Department of Cultural Affairs. *(Reference: CAF 11—119; Resolution 11—89)*

City Manager Griffin asked City Clerk Esther McCrackin to present this item. Ms. McCrackin stated that currently there are 8 court docket books in the possession of the City. The State has offered to retain these books as part of the historical section of the archives and it is recommended that the City allow the State to take possession.

It was the consensus of Council to move forward with this item.

Mayor O'Geary asked if there was any other business before adjournment. There was no further discussion.

ADJOURNMENT

Council Member Rainey moved for adjournment. Motion seconded by Council Member Inscoe and unanimously approved. The meeting adjourned at 7:52 p.m.

James D. O'Geary
Mayor

ATTEST:

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: 10 Oct 2011 Regular Meeting

27 September 2011

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

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

RE: **CAF: 11—135**

Consideration of Approval of Resolution 11—104, Authorizing the Donation of 24 Obsolete Portable Radios and 8 Obsolete Mobile Radios to the Vance-Granville Basic Law Enforcement Training Program.

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 11—104, Authorizing the Donation of 24 Obsolete Portable Radios and 8 Obsolete Mobile Radios to the Vance-Granville Basic Law Enforcement Training Program.

Executive Summary

In 2009 the Henderson Police Department made a switch to the North Carolina VIPER Radio System. As a result of this transition, there are numerous obsolete portable and mobile radios in stock. Vance-Granville Basic Law Enforcement Training Program Coordinator Tony Pendergrass has expressed an interest in having several of these units for training purposes.

The Vance-Granville Community College provides the Henderson Police Department many in-services training classes as well as provides future police officers for this agency. These radios will prove to be beneficial to the Vance-Granville Basic Law Enforcement Training Program, giving the students a more realistic feel when it comes to training.

It is recommended that 24 portable and 8 mobile units be transferred to the Vance-Granville Basic Law Training Program.

Enclosures:

1. Resolution 11—104

RESOLUTION 11—104

A RESOLUTION AUTHORIZING THE DONATION OF 24 PORTABLE RADIOS AND 8 MOBILE RADIOS TO VANCE-GRANVILLE BASIC LAW ENFORCEMENT TRAINING PROGRAM

WHEREAS, in 2009 the Henderson Police Department switched to the North Carolina VIPER Radio System; *and*

WHEREAS, as a result of this transition, there are numerous obsolete portable and mobile radios in stock; *and*

WHEREAS, the Vance-Granville Basic Law Enforcement Training Program has expressed an interest in having several units donated to its organization; *and*

WHEREAS, GS §160A-274 authorizes a governmental unit to give personal property to another governmental unit.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY authorize the donation of 24 portable and 8 mobile radios, items more fully described in **Attachment A**, to the Vance-Granville Basic Law Enforcement Training Program.

The foregoing Resolution 11—104, 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: . 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 41, pp. **.*



Keith Sidwell
Chief of Police

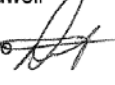
Henderson Police Department

www.hendersonncpolice.com

200 Breckenridge St.
Henderson, NC 27536
(252)438-4141
Fax: (252)438-7311

February 14, 2011

To: Chief Keith L. Sidwell 

From: Lt. David A. Diogo 

Re: Transfer of Assets

Currently we have in stock numerous portable and mobile radios that we once used prior to going to the VIPER system. These radios are outdated and would no longer serve the Department for any purpose. The Department cannot sell these radios unless the memory is erased which can cost approximately \$35.00 per unit. I have spoken with the Vance Granville BLET Director, Tony Pendergrass, and he has expressed interest in having several of these units for training purposes. I am asking that we transfer 24 portables and 8 mobiles to the Vance Granville Community College for their BLET Program. The Department utilizes Vance Granville Community College for most of its training classes as well as the training of our new officers. The radios will prove to be beneficial to their program to give them more of a realistic feel when it comes to training. Listed below are the items and serial numbers to the items;

Motorola SP50 Portable Radio

1. 777FYC1748
2. 777FYC1742
3. 777FWW9483
4. 777FAS1308
5. 777FZS9337
6. 777FWA6208
7. 777FWA6302
8. 777FYC1751
9. 777FZS9340
10. 777FAS1345
11. 777FWW9478
12. 777FAS1304
13. 777FWW1472
14. 777FWA6301
15. 777FBN6215
16. 777FWW9499
17. 777FZS9335
18. 777FYC1740

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Keith Sidwell
Chief of Police

Henderson Police Department

www.hendersonncpolice.com

200 Breckenridge St.
Henderson, NC 27536
(252)438-4141
Fax: (252)438-7311

-
19. 777FAS1083
 20. 777FAS1311
 21. 777FWW9491
 22. 777FWA6300
 23. 777FAS1355
 24. 777FYC1730

Motorola Mobile Radios

1. 019TEA4374
2. 682FWQ7153
3. 778TSQC984
4. 103TCEH981
5. 019TEAY376
6. 019TEA4399
7. 159TYJH162
8. 019TEA4397

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City Council Action Form

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



Agenda Item: _____

Council Meeting: 10 Oct 2011 Regular Meeting

30 September 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-114
Consideration of Approval of Resolution 11—105, Accepting an Offer of \$5,000 for a Former Pump Station Lot Off of US 1 Bypass, Plat Book "X", Page 910, Vance County Registry.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 8: Provide Financial Resourcing

Recommendation:

- Approve Resolution 11—105, Accepting an Offer of \$5,000 for a Former Pump Station Lot Off of US 1 Bypass, Plat Book "X", Page 910, Vance County Registry.

Executive Summary

On 22 August 2011, after hearing a recommendation from the Land Planning Committee to accept a bid from Fellowship Farms, LLC to purchase an abandoned pump station lot located off of US Bypass 1, City Council passed Resolution 11-85, proposing to accept said offer as an opening bid and authorizing the advertisement for upset bids of said offer.

A notice was published by the City in the Daily Dispatch on 16 September 2011 describing the property, the amount and terms of the offer and announcing that upset bids could be presented through 26 September 2011. As no upsets were offered during the 10 day period, it is the recommendation of the City that Council accepts the offer from Fellowship Farms, LLC of \$5,000 for the above mentioned parcel.

Enclosures

1. Resolution 11—105
2. Resolution 11—85

R E S O L U T I O N 11—105

A RESOLUTION ACCEPTING AN OFFER OF \$5,000 FOR A FORMER PUMP STATION LOT OFF OF US 1 BYPASS, PLAT BOOK “X”, PAGE 910, VANCE COUNTY REGISTRY

WHEREAS, the City of Henderson owns a piece of property described as follows:

The site of an abandoned City of Henderson sewer pump lift station containing approximately one-half acre and located on the east side of U. S. Highway 1 Bypass at a point approximately mid-way the northern and southern property lines of the 43.74 acre tract designated as Tract “b1” as shown on plat recorded in Plat Book “X” at Page 910, Vance County Registry. Reference to said map is made for further description together with deed recorded in Book 421 at Page 100, Vance County Registry. The property is sold “As Is” and is subject to a 30 foot wide right of way to the City of Henderson for a sewer line and also rights of way for overhead utility lines and for U.S. Highway 1 Bypass ;*and*

WHEREAS, on or before 20 July 2011, Fellowship Farms, LLC had offered to purchase said property “As Is” for the sum of \$5,000, payable in cash, and had deposited with the City Clerk the sum of \$250, representing a good faith deposit; *and*

WHEREAS, on 22 August 2011, the City Council passed Resolution 11-85, proposing to accept said offer as an opening bid and authorized the advertisement of said negotiated offer for upset bids pursuant to G. S. §160A-269; *and*

WHEREAS, a notice was duly published by the City in The Daily Dispatch on 16 September 2011, containing a description of the property, the amount and terms of the offer and notifying that within 10 days any person may raise the bid in accordance with the Statutes; *and*

WHEREAS, the 10 day period for upset bids expired on 26 September 2011; *and*

WHEREAS, no upset bids were made during said period of time and the City Council finds as a fact that the offer of \$5,000 is fair and adequate and is as much as said property could reasonably be expected to bring, and further finds as a fact that it would be in the best interest of the City to accept said offer for said property.

NOW, THEREFORE, BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT:

- (1) The offer of Fellowship Farms, LLC to purchase the land hereinabove described “As Is” for the sum of \$5,000 be accepted by the City.
- (2) That the Mayor and City Clerk (or other appropriate City Officials) are hereby authorized to execute a Quitclaim Deed on behalf of the City conveying said property to Fellowship Farms, LLC in fee simple and are further authorized to deliver said Deed to the purchaser upon the payment by the purchaser to the City of the \$5,000

purchase price in cash (including the deposit heretofore paid to the City) at a mutually agreeable closing date within 20 days hereafter.

The foregoing Resolution 11—105, 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 41, pp. **.*

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 the same is subject to a thirty (30) foot wide right-of-way to the City for a sewer line, and rights-of-way for overhead utility lines and for U.S. Highway #1 Bypass; *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*; *and*

WHEREAS, any references to the type of deed to be conveyed by the City to the purchaser of said property as articulated in the bid (*Attachment A*) would be non-warranty deed rather than a general warranty deed.

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

Resolution Book 2
Resolution 11—85, Page 1 of 9

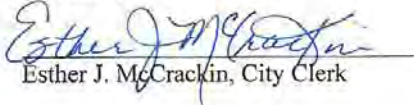
of the deposit on the same) shall be paid in cash and a "Non-Warranty" Deed delivered to the Purchaser by the City conveying the parcel in fee simple.

- 5) The City would reserve any utility easements across said property that it deems necessary and appropriate.

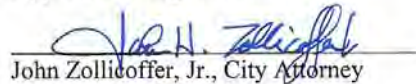
The foregoing *Resolution 11—85*, introduced by Council Member Daeke and seconded by Council Member Inscoe on this the 22nd day of August 2011, and having been submitted to a roll call vote, was APPROVED by the following votes: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Daye. NO: None. ABSENT: Davis.


James D. O'Geary, Mayor

ATTEST:


Esther J. McCrackin, City Clerk

Approved to Legal Form:


John Zollicoffer, Jr., City Attorney

Reference: Minute Book 42, pp. 256.

Attachment A
Resolution 11-85

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

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



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PREPARED BY: Donald Matthews, Broker
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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. (Buyers 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.

This form jointly approved by: North Carolina Bar Association and North Carolina Association of REALTORS®, Inc.

PREPARED BY: Donald Matthews, Broker

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Page 2 of 7
Seller Initials _____

- (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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PREPARED BY: Donald Matthews, Broker

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Page 3 of 7
Seller Initials _____

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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PREPARED BY: Donald Matthews, Broker

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Seller Initials

☐ 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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Seller Initials _____

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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n/a

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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.

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PREPARED BY: Donald Matthews, Broker

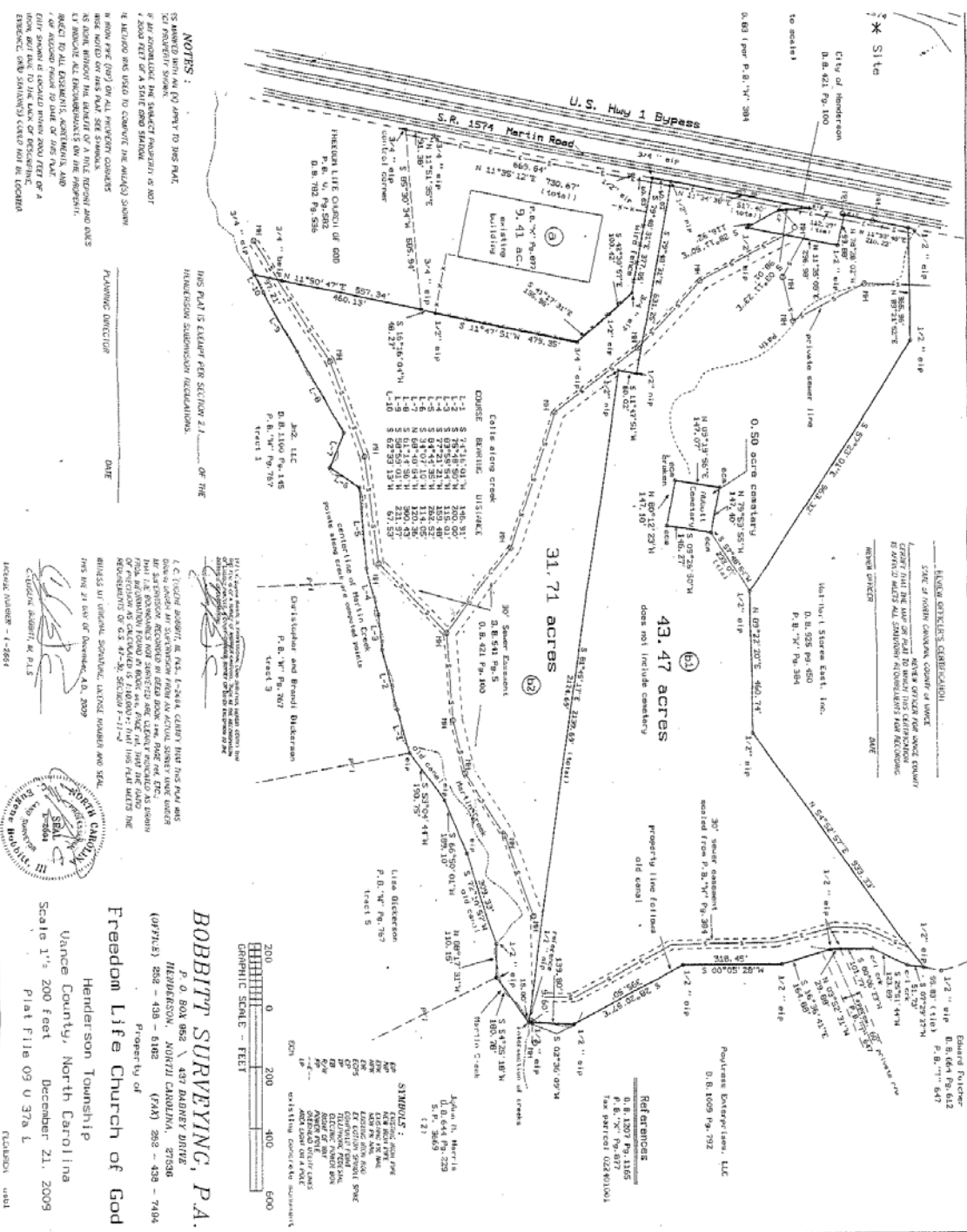
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Chibit A



Site

Scale

Plot Book X, Page 910

NOTES:
 1. THIS PLAT IS EXAMINED PER SECTION 2.1 OF THE HENDERSON SUBDIVISION REGULATIONS.
 2. THE PLAT IS EXAMINED PER SECTION 2.1 OF THE HENDERSON SUBDIVISION REGULATIONS.
 3. THE PLAT IS EXAMINED PER SECTION 2.1 OF THE HENDERSON SUBDIVISION REGULATIONS.
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 10. THE PLAT IS EXAMINED PER SECTION 2.1 OF THE HENDERSON SUBDIVISION REGULATIONS.

PLANNING DIRECTOR
DATE

BOBBITT SURVEYING, P.A.
 P.O. BOX 982 \ 437 DUNEY DRIVE
 HENDERSON, NORTH CAROLINA 27536
 (919) 282-438 - 438 - 6182 (FAX) 282-438-7404
 Property of
 Freedom Life Church of God
 Henderson Township
 Vance County, North Carolina
 Scale 1" = 200 feet
 Plat File 09 U 37a L
 December 21, 2009
 (TUBSON 1081)



SYMBOLS:
 1. 1" = 200 feet
 2. 1" = 200 feet
 3. 1" = 200 feet
 4. 1" = 200 feet
 5. 1" = 200 feet
 6. 1" = 200 feet
 7. 1" = 200 feet
 8. 1" = 200 feet
 9. 1" = 200 feet
 10. 1" = 200 feet

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

City Council Action Form

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



Agenda Item: _____

Council Meeting: 10 Oct 2011 Regular Meeting

5 October 2011

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

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

RE: CAF: 11—96

Consideration of Approval of Resolution 11—107, Approving Change Order No. 1 to the Contract for the Ultraviolet Disinfection Equipment Installation with H. G. Reynolds Co. of Henderson, N.C. in the Amount of \$71,124.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 11—107, Approving Change Order No. 1 to the Contract for the Ultraviolet Disinfection Equipment Installation with H. G. Reynolds Co. of Henderson, N.C. in the Amount of \$71,124.

Executive Summary

The City Council previously awarded a single prime contract in the amount of \$373,975 to H. G. Reynolds Company to complete the installation of the Ultraviolet Disinfection System at the Henderson Water Reclamation Facility. The work has been ongoing and the system is in place; however, additional items have been identified which were not in the original contract that the Henderson Water Reclamation Facility staff consider to be very important in completing this project and insuring safe operation and maintenance of the facility.

The existing project budget has sufficient funds to cover the change order and the Clean Water Management Trust Fund has approved the changes which are eligible for reimbursement through the existing grant.

Enclosures:

1. Resolution 11—107

RESOLUTION 11—107

A RESOLUTON AUTHORIZING THE APPROVAL OF CHANGE ORDER NO. 1, TO THE CONTRACT FOR THE ULTRAVIOLET DISINFECTON EQUIPMENT INSTALLATION WITH H. G. REYNOLDS COMPANY

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

WHEREAS, two of the Key Strategic Objectives are addressed by this request 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 KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems; and*

WHEREAS, The City Council approved Resolution 10—124 on 13 December 2010, awarding a Single Prime Contract for the Ultra Violet (UV) Disinfection System Replacement Project; *and*

WHEREAS, the project has been ongoing and nearing completion with additional items identified by the Henderson Water Reclamation Facility staff as crucial to the successful operation and maintenance of the plant; *and*

WHEREAS, H. G. Reynolds Company submitted the cost to perform this work which is better articulated in Change Order No. 1 (**Attachment A**); *and*

WHEREAS, the Clean Water Management Trust Fund has deemed the additional work eligible for reimbursement of Clean Water Management Trust funds.

NOW THEREFORE BE IT RESOLVED that the City Council does hereby approve the Change Order No. 1 of the Single Prime Contract for additional work on the UV Disinfection System to H. G. Reynolds Company in the amount of \$71,124, in conjunction with the UV Replacement Project and authorizes the Mayor to execute said contract, for the construction thereof, and also approves the transfer of contingency funds within the UV Project budget if needed to cover the cost of the Change Order.

The foregoing Resolution 11—107, 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 10th day of October 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 41, p. ***.

Change Order No. 1

Date of Issuance: <u>October 5, 2011</u>		Effective Date: <u>July 7, 2011</u>
Project: Replacement of UV Disinfection Facilities	Owner: City of Henderson, NC	Owner's Contract No.
Contract: 1		Date of Contract:
Contractor: H.G. Reynolds Company, Inc.		Engineer's Project No.: OBG 46831

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Item 1. 24" Interconnection Piping from Post Air to

Item 2. Concrete Pad at New UV

Item 3. Electrical Modifications

Attachments: (List documents supporting change):

See attached Description and Justifications for Work for each
Contractor's Pricing Letters and Sketches

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
<u>\$373,975.00</u>	Substantial completion (days or date): <u>July 15, 2011</u>
	Ready for final payment (days or date): <u>August 15, 2011</u>
Changes from previously approved Change Orders No. _____ to No. _____	Changes from previously approved Change Orders No. _____ to No. _____
<u>N/A</u>	Substantial completion (days): <u>N/A</u>
	Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
<u>\$373,975.00</u>	Substantial completion (days or date): <u>July 15, 2011</u>
	Ready for final payment (days or date): <u>August 15, 2011</u>
Increase of this Change Order:	Increase of this Change Order:
<u>\$71,124.00</u>	Substantial completion (days or date): <u>November 1, 2011</u>
	Ready for final payment (days or date): <u>November 1, 2011</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
<u>\$445,099.00</u>	Substantial completion (days or date): <u>November 1, 2011</u>
	Ready for final payment (days or date): <u>November 1, 2011</u>

RECOMMENDED	ACCEPTED	ACCEPTED
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>October 5, 2011</u>	Date: _____	Date: <u>10-5-2011</u>
Approved by Funding Agency (if applicable): _____		Date: _____



P.O. Box 209
Henderson, N.C. 27536
252-492-3071
fax 252-492-2590

May 13, 2011

Michael S. Acquesta, PE, PhD
O'Brien & Gere Engineers, Inc.
2610 Wycliff Road
Raleigh, NC 27607

RE: Henderson UV Replacement
24" Interconnection

Dear Mr. Acquesta:

We propose to furnish all labor, material and equipment to construct a 24" interconnect line from the post aeration tank to the filter building tank for the lump sum price of Forty Eight Thousand Nine Hundred Thirty Two Dollars (\$48,932.00).

The price includes the following:

1. Excavation, shoring and backfill as required for the work.
2. Install 24" ductile iron pipe, one 24" flange flap valve, one 24" MJ butterfly valve and one steel sleeve for 24" DIP.
3. Core drill and link seal one concrete wall, link seal one 24" steel wall sleeve and cut one 24" high by 24" wide opening in post aeration wall.
4. Construct watertight concrete box to allow for complete drainage of post aeration basin.
5. Work to conform generally to H. G. Reynolds Co., Inc. sketch UV-1.
6. City of Henderson to lower, clean and control all water to enable work to progress.

Very truly yours,
H. G. REYNOLDS COMPANY, INC.

A handwritten signature in black ink, appearing to read "Kenneth L. Long, III".

Kenneth L. Long, III
Vice President

Henderson UV Disinfection Equipment Installation
Contingency Utilization Request
September 13, 2011

Item 1. 24" Interconnection Piping from Post Air to Filter Mud Well:

- a) Excavation Shoring and Backfill
- b) Install 24" DIP, 24" BFV and 24" Flap Valve
- c) Core Drill Filter Mud Well
- d) Install 24" wall sleeve with link seal
- e) Cut 24" x 24" opening in Post Air Basin Wall
- f) Construct watertight concrete box to allow for complete drainage of Post Air Basin
- g) Work shall conform to sketch UV-1 attached
- h) Cost - \$48,932.00

Justification: Because of the high clarity of water in the post aeration basin, algae growth on the walls of the basin is significant. The plant staff must routinely drain the basin and wash down the walls to remove the algae. If this is not done, the algae travels through the UV system and, if picked up in the fecal coliform grab sample, can give a false fecal count reading.

Draining of the basin takes a very long time because of the small diameter (6") drain pipe. Additionally, when power washing the post aeration basin walls, the wash water drains out very slowly, requiring the plant staff to start and stop the washing process in order to allow the water to drain. All water treated at the plant must pass through the post aeration basin, and then on to the UV system. It is not possible to keep the post aeration basin out of service for more than 12 to 14 hours at a time, generally once a week.

It is proposed to install a 24" interconnect pipe and valve system between the post aeration basin and the tertiary filter mud well. With this pipe in place, it will be possible to drain the post aeration basin much more rapidly. It will also allow the pressure washing to continue without stops and starts. The installation of the 24" interconnect pipe will, thus, provide the plant the ability to more frequently, more quickly and more adequately remove the algae from the post aeration basin walls, therefore improving the final disinfection process and the tested fecal count.

Item 2. Concrete Pad:

- a) 51' L x 12' W x 4" Thick concrete pad at rear of new UV
- b) Wire mesh
- c) Saw joints at 5' OC
- d) Install ¼" x 4" expansion joint material
- e) Earthwork and grading to attain level surface for pad
- f) Cost - \$10,710.00

Justification: City of Henderson requested that this concrete pad be added to the project to allow the positioning of a crane on the back side of the UV for maintenance purposes, should the need

arise in the future to remove any part of the UV for repairs. The pad would also allow the City to drive its own maintenance and tool trucks to the back side of the UV when doing regular maintenance on the UV.

Item 3. Electrical Changes:

- a) Furnish and install two 2.5" concrete encased conduits from the existing old UV Power Distribution Panel (PDP) to closest transformer at new UV
- b) Furnish and install one 200A breaker in old UV PDP
- c) Furnish and install two 200A non-fused breakers, NEMA 4x SS boxes, one at each UV Control Panel, redirect existing feeder wire through new switches
- d) Furnish and install all required wiring
- e) Remove unused 200A breaker in new UV PDP, blank off and return material to City
- f) Cost - \$11,482.00

Justification: The new UV was provided with two units, each capable of performing at 55% transmissivity up to 12.5 MGD. Each unit was designed and wired to operate, and only one unit at a time. The UV system that was provided and installed has a sophisticated control system that monitors the UV lamp output. If the output of the operating unit drops below its specified strength, then the second unit is automatically turned on. This results in both units running concurrently. Although this operation method is actually better for the disinfection process, it was not originally requested by the City. This operational method, as noted, results in a period of time when both units are operating concurrently. The electrical power feeder system to the new UV was designed for running only one unit at a time. Therefore, the electrical power feeder system cannot handle the operation of both units running concurrently. The proposed changes, utilizing one of the old UV Power Distribution Panels, is the best way of providing the power feeder system necessary to allow both UV units to run concurrently.

4. Total Contingency Utilization Request:

- a) 24" Interconnection Piping from Post Air to Filter Mud Well - \$48,932.00
- b) Concrete Pad - \$10,710.00
- c) Electrical Changes - \$11,482.00
- d) Total - \$71,124.00

H. G. REYNOLDS COMPANY, INC.

PROPOSAL

CHANGE EVENT #001

PROJECT: HENDERSON UV REPLACEMENT

PROPOSAL NO.:

1

12-Sep-11

DESCRIPTION: ADDITIONAL ELECTRIC FEED TO UV

A. DIRECT COSTS

1 Labor (per breakdown attached)	\$144.00	
2 S S and insurance on labor	\$57.60	
3 Material (per breakdown attached)	\$144.00	
4 Sales tax on materials	\$10.08	
5 Equipment (per breakdown attached)	\$72.00	
6 Subcontract cost (per attached schedule)	\$10,252.00	
7 Direct supervision cost (per attached schedule)	\$0.00	
8 Other direct costs	\$	
9 FREIGHT	\$	
10	\$0.00	
11	\$	
12	\$	
SUBTOTAL		\$10,679.68

B. INDIRECT COSTS:

1 Off-site supervision	\$	
2 Project scheduling changes	\$	
3 Home office overhead	\$	
4 Project interruption costs	\$	
5 Other indirect costs	\$	
6	\$	
SUBTOTAL		\$0.00

C. CONSEQUENTIAL COSTS:

1 Strikes	\$	
2 Weather effects	\$	
3 Acts beyond Contractor's control	\$	
4 Cost of approval delays that alter schedule	\$	
5 Delay in payments or retainage	\$	
6 Delay in Contract work or close out	\$	
7 Acceleration	\$	
8 Other consequential costs	\$	
SUBTOTAL		\$0.00

SUBTOTAL (A+B+C): \$10,679.68

OVERHEAD AND PROFIT ON SUBCONTRACT 5% \$512.60

OVERHEAD AND PROFIT ON GENERAL CONTRACT 15% \$64.15

SUBTOTAL \$11,256.43

BOND, BUILDERS RISK, PERMIT, G. L. INSURANCE 2% \$225.13

TOTAL CHANGE ORDER \$11,481.56

BREEDLOVE ELECTRIC, INC.
 5121 NC 39 HIGHWAY SOUTH
 POST OFFICE BOX 649
 HENDERSON, N.C. 27536
 PHONE 252-438-3421
 FAX 252-438-2988
 EMAIL TBREEDLOVE@NC.RR.COM

FACSIMILE TRANSMITTAL SHEET

To:	Ken	From:	Tommy Breedlove
Company:	HGR	Date:	September 8, 2011
Fax Number:	SD	Total No. Of Pages Including Cover:	1
Phone Number:		Sender's Reference Number:	09081101
Re:	Henderson UV Change Request #4	Your Reference Number:	

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Scope of Change:

Install two 2.5" underground, concrete encased, conduits from the existing old UV PDP and one 200ampere branch feeder into the closest new UV transformer. Install two new, 200/3 non-fuse, 4xss switches, one at each UV control panel and redirect the existing feeder wiring thru the new switches.

Raise the SCC control panel 15" from its present location& remount to the existing equipment rack.

Remove the unused circuit breaker in the new panel PDP, blank-off and turn material over to the owner.

Material	\$5,407.96	
Labor	\$3,506.20	
O & P @ 15%	\$1,337.12	
Sub total		\$10,251.28

Total Adder This Change \$10,251.00

Note: I have not been to the WWTP plant to check the load on the existing panel to know if the added load will create a problem or not.



P.O. Box 209
Henderson, N.C. 27536
252-492-3071
fax 252-492-2590

July 19, 2011

Michael S. Acquesta, PE, PhD
O'Brien & Gere Engineers, Inc.
2610 Wycliff Road
Raleigh, NC 27607

RE: Henderson UV Replacement
New Concrete Pad at Rear

Dear Mr. Acquesta:

We propose to furnish all labor, material and equipment to construct a 51' long by 12' wide concrete pad at rear of UV structure for the lump sum price of Ten Thousand Seven Hundred Ten Dollars (\$10,710.00).

The above price is in accordance with sketch HGR-002 enclosed. Earth fill will be acquired to be placed at rear of UV structure to grades shown on sketch. Concrete pad will be 4" thick 3000 PSI concrete with wire mesh, saw joints 5'-0" o. c. and $\frac{1}{4}$ " x 4" expansion joints per specifications.

We will add 20 lineal feet of chain link fencing equal to existing and re-align fence to avoid earth slopes and to allow for access to the large gate.

Enclosed is our breakdown of pricing for your use and sketch HGR-002

Very truly yours,
H. G. REYNOLDS COMPANY, INC.

Kenneth L. Long, III / *KL*

Kenneth L. Long, III
Vice President

H.G. REYNOLDS CO., INC.

PROJECT CONC. SIDEWALK AT UV REAR

LOCATION HENDERSON REC. FACILITY

SHEET NO.

ARCHITECT
ENGINEER O & G

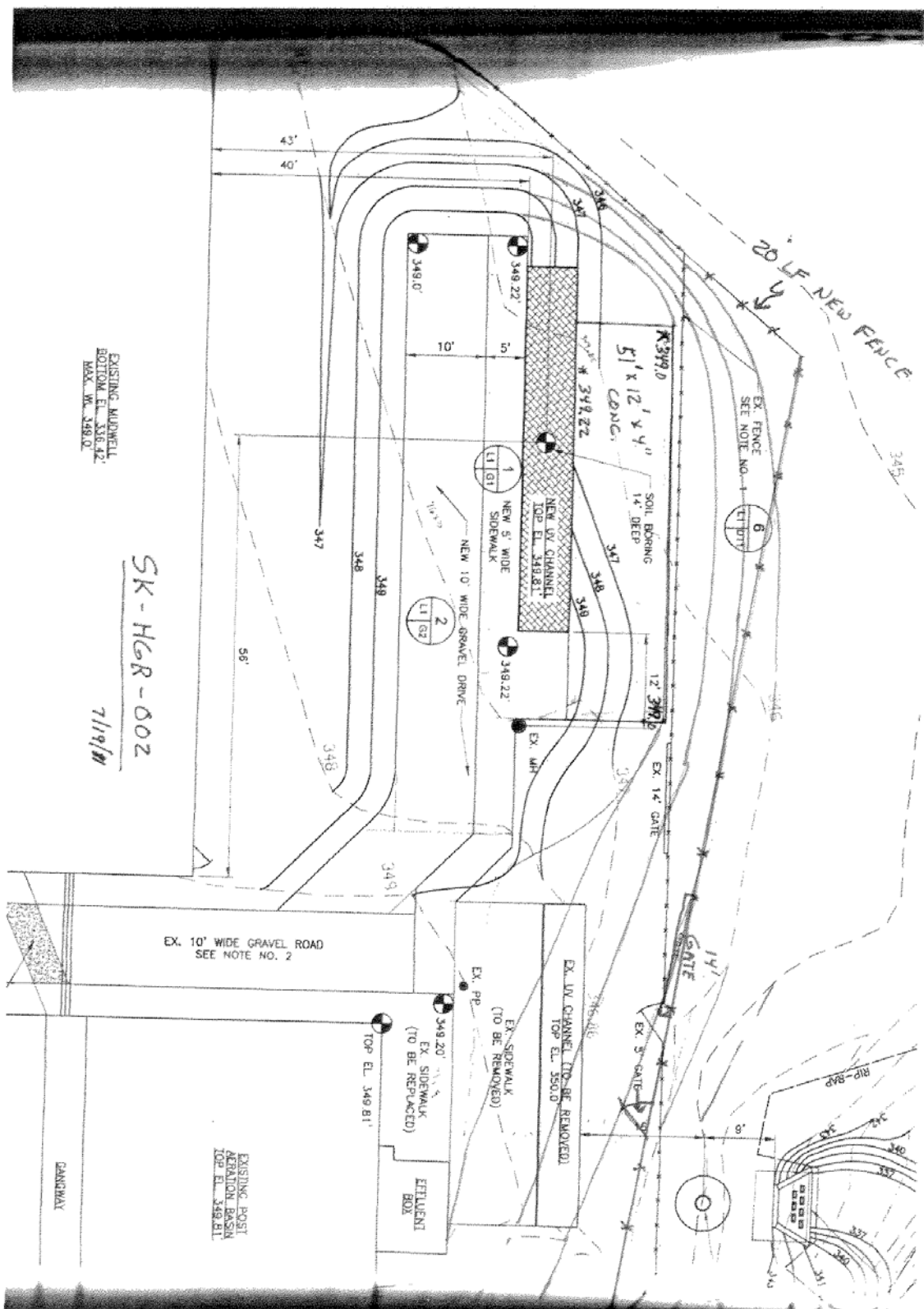
DATE 7-18-11

SUMMARY BY:

PRICES BY:

CHECKED BY:

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED LABOR COST	UNIT PRICE	TOTAL ESTIMATED MATERIAL COST	TOTAL SUB-BIDS	TOTAL
EARTH FILL LOAD, TRUCK ^{HAUL IN} FILL	175	CY	5 10	875	4 ⁰⁰	700	1750	
COMPACTION	175	CY	5 5	875		-	875	
Final grade	612	SF	.10	61		-	-	
4" EDGE FORMS	75	LF	2 ⁰⁰	150	2 ⁰⁰	150	-	
WIRE MESH	674	SF	.10	67	.25	168	-	
CONC SIDEWALK	8	CY	35 ⁰⁰	280	108 ⁰⁰	864	-	
FINISH SLAB	612	SF	.75	459	-	-	-	
SAW CUT JOINTS	160	LF	1 ⁰⁰	160	1 ⁰⁰	160	160	
1/4"x1" EXP JOINT	12	LF	2 ⁰⁰	24	1 ⁰⁰	12	-	
ADD C.L FENCE	20	LF	40				800	510
				2951		2054	2785	7790
SS INS ON LABOR								180
Sales Tax								160
								9130
OH & Fee	15	%						1370
								10500
BOND INS.	2	%						210
								10710



EXISTING MIDDLEWELL
 BOTTOM EL. 336.42
 BACK TO 348.02

SK-HGR-002
 7/19/11

City Council Action Form

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



Agenda Item: _____

Council Meeting: 10 Oct 11 Regular Meeting

21 September 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 - 100

Consideration of Approval of Ordinance 11—45, FY 12 Budget Amendment #15, Adjustment and Close Out of 2009 BJA JAG Grant.

Ladies and Gentlemen:

Recommendation:

- **Approval of Ordinance 11—45, FY 12 Budget Amendment #15, Adjustment and Close Out of 2009 BJA JAG Grant.**

Executive Summary

FY12 Budget Amendment #15 adjusts the 2009 BJA JAG Project Grant to its actual cost and closes out the project. In order to balance and close out the grant, it is necessary to use Federal Asset forfeiture money in the amount of \$12.77. The project closed out at \$37,759.77.

Enclosures:

1. Ordinance 11—45

ORDINANCE 11—45

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

FY 2011-2012 AN AMENDMENT TO THE 2009 BJA JAG GRANT BUDGET AMENDMENT #15

WHEREAS, the City Council of the City of Henderson on 14 September 2009 adopted the 2009 BJA JAG Grant Budget; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the 2009 BJA JAG Grant 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:

2009 BJA JAG GRANT FUND **REVENUES – Adjusting to actuals**

Account Number	Revenue Line Item	Current Budget	Amended Amount	Total Revised Budget
68-509-4582-18	Department of Justice	\$34,497.00	\$0	\$34,497.00
68-509-4610-86	Transfer from General Fund	3,250.00	12.77	3,262.77
Total		\$37,747.00	\$12.77	\$37,759.77

2009 BJA JAG GRANT FUND **EXPENDITURES – Adjusting to actuals**

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
68-510-5074-00	Capital Outlay	\$25,867.00	\$12.77	\$25,879.77
68-510-5090-31	VC Sheriff Share	11,880.00	0	11,880.00
Total		\$37,747.00	\$12.77	\$37,759.77

2009 BJA JAG GRANT FUND **REVENUES – Close out**

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
68-509-4582-18	Department of Justice	\$34,497.00	(\$34,497.00)	\$0
68-509-4610-86	Transfer from General Fund	3,262.77	(\$3,262.77)	\$0
Total		\$37,759.77	(\$37,759.77)	\$0

2009 BJA JAG GRANT FUND
EXPENDITURES – Close Out

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
68-510-5074-00	Capital Outlay	\$25,879.77	(\$25,879.77)	\$0
68-510-5090-31	VC Sheriff Share	11,880.00	(\$11,880.00)	\$0
Total		\$37,759.77	(\$37,759.77)	\$0

The foregoing Ordinance 11—45, 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—45 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 #15
CAF #11-A-100

2009 BJA JAG Grant

This amendment adjusts the 2009 BJA JAG Grant to actual costs in order to close out the project. In order to balance and close out the grant, it is necessary to use Federal Asset forfeiture money in the amount of \$12.77. The budget was closed out at a total cost of \$37,759.77.

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: _____



28 September 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-122

Consideration of Approval of Ordinance 11—56, Preventing a House Which Has Been Cited to be in Violation of the Minimum Housing Code to be Re-Occupied Until Passing an Inspection and After the Water has been Turned on to Service the Premises.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 4: Improve Condition of the Housing Stock – To improve the condition of and expansion of the Housing Stock.
 - o AP 4-1: Code Enforcement – *To actively enforce the City Codes that result in the rehabilitation and/or demolition of substandard, dilapidated or deteriorated housing in order to remove blight.*

Recommendation

- Approval of Ordinance 11—56, Preventing a House Which Has Been Cited to be in Violation of the Minimum Housing Code to be Re-Occupied Until Passing an Inspection and After the Water has been Turned on to Service the Premises.

Executive Summary

There are several properties that are closed and vacant under enforcement of the Minimum Housing Code and have been re-occupied without notice. This Ordinance will prevent this from occurring in the future. The objective is when properties are closed and vacant under the Minimum Housing Code, a notification will be sent to the Water Collection Office to flag the utility account and stop new service from being activated until housing inspection is completed and the property complies with Minimum Code.

During the Work Session presentation, Mr. Williams explained what the new Ordinance “is” and “is not”. Attachment #3 shows the new Ordinance’s provisions are integrated into Step 7 of the Minimum Housing Code Process.

Enclosures:

1. Ordinance 11—56
2. Chapter 21 of City Code
3. Understanding Ordinance 11—56

ORDINANCE 11— 56

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

AN ORDINANCE PREVENTING A HOUSE WHICH HAS BEEN CITED TO BE IN VIOLATION OF THE MINIMUM HOUSING CODE TO BE RE-OCCUPIED UNTIL PASSING AN INSPECTION AND AFTER THE WATER HAS BEEN TURNED ON TO SERVICE THE PREMISES

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

Section 1. That a new paragraph be added to Section 21-23 of the City Code (following the first existing paragraph therein), which new paragraph shall read as follows:

“After a dwelling unit has been ordered vacated and closed pursuant to this Chapter, it shall be unlawful for any owner to permit the occupancy, and for any person to occupy as a dwelling, any such property until the water has been turned back on to the premises by the City and after the Code Compliance Officer has inspected the premises and verifies that it then complies with all the provisions of the Minimum Housing Code.”

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

The foregoing Ordinance 11—56, 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 **APPROVED/DISAPPROVED** 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. **.*

**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—56*, An Ordinance Preventing a House Which has Been Cited to be in Violation of the Minimum Housing Code to be Re-Occupied Until Passing an Inspection and After the Water Has Been Turned On to Service the Premises, adopted by the Henderson, City Council in Regular Session on ** ** 2011 (*See Minute Book 4**, p. **). This Ordinance is recorded in *Ordinance Book # 8*, pp. **.

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

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

Section 21-1 Definitions

the following definitions shall apply in the interpretation and enforcement of this chapter:

Basement. A portion of a building which is located partly underground, having direct access to light and air from windows located above the level of the adjoining ground.

Cellar. A portion of a building located partly or wholly underground having an inadequate access to light and air from windows located partly or wholly below the level of the adjoining ground.

Deteriorated. That a dwelling is unfit for human habitation and can be repaired, altered, or improved to comply with all of the minimum standards established by this chapter, at a cost not in excess of fifty (50) percent of its value, as determined by finding of the inspector.

Dilapidated. A dwelling is unfit for human habitation and cannot be repaired, altered or improved to comply with all of the minimum standards established by this chapter at a cost not in excess of fifty (50) percent of its value, as determined by finding of the inspector.

Dwelling. Any building which is wholly or partly used or intended to be used for living or sleeping by human occupants; provided that temporary housing as hereinafter defined shall not be regarded as a dwelling.

Dwelling unit. Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Extermination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination methods approved by the inspector.

Garbage. The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, heater rooms, foyers or communicating corridors, closets and storage spaces.

Infestation. The presence, within or around a dwelling, of any insects, rodents or other pests in such number as to constitute a menace to the health, safety or welfare of the occupants or to the public.

Inspector. An inspector of the city or any agent of the inspector who is authorized by the inspector. Code compliance inspectors are those persons defined in the job descriptions in the human resources office, or his authorized agent.

Multiple dwelling. Any dwelling containing more than two (2) dwelling units.

Occupant. Any person living, sleeping, cooking or eating in, or having actual possession of a dwelling unit or rooming unit.

Operator. Any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

Owner. Any person who alone, or jointly, or severally with others:

(1)

Shall have title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or

(2)

Shall have charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter, and of rules and regulations adapted pursuant thereto, to the same extent as if he were the owner.

Plumbing. All of the following supplied facilities and equipment: Gas pipes, gas burning equipment, water pipes, mechanical garbage disposal units (mechanical sink grinder), waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basin, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas line.

Public authority. Any city officer who is in charge of any department or branch of the government of the city or of the county or the state relating to health, fire, building regulations or other activities concerning dwellings in the city.

Rooming unit. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Rooming house. Any dwelling, or that part of any dwelling containing one (1) or more rooming units, in which space is let by the owner or operator to three (3) or more persons who are not husband and wife, son or daughter, mother or father or sister or brother of the owner or operator.

Rubbish. Combustible and noncombustible waste materials, except garbage and ashes, and the term shall include, but not be limited, to paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery, and dust.

Supplied. Paid for, furnished or provided by, or under the control of, the owner or operator.

Temporary housing. Any trailer or other structure designed to be used for emergency human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) consecutive days.

Unfit for human habitation. Those conditions which exist in a dwelling which violate or do not comply with one (1) or more of the minimum standards of fitness or one (1) or more of the requirements established by this chapter.

Meaning of certain words. Whenever the words "dwelling, dwelling unit, rooming house, rooming unit, premises" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

(Ord. of 8-13-07)

Sec. 21-2. - Minimum standards of fitness for dwellings and dwelling units.

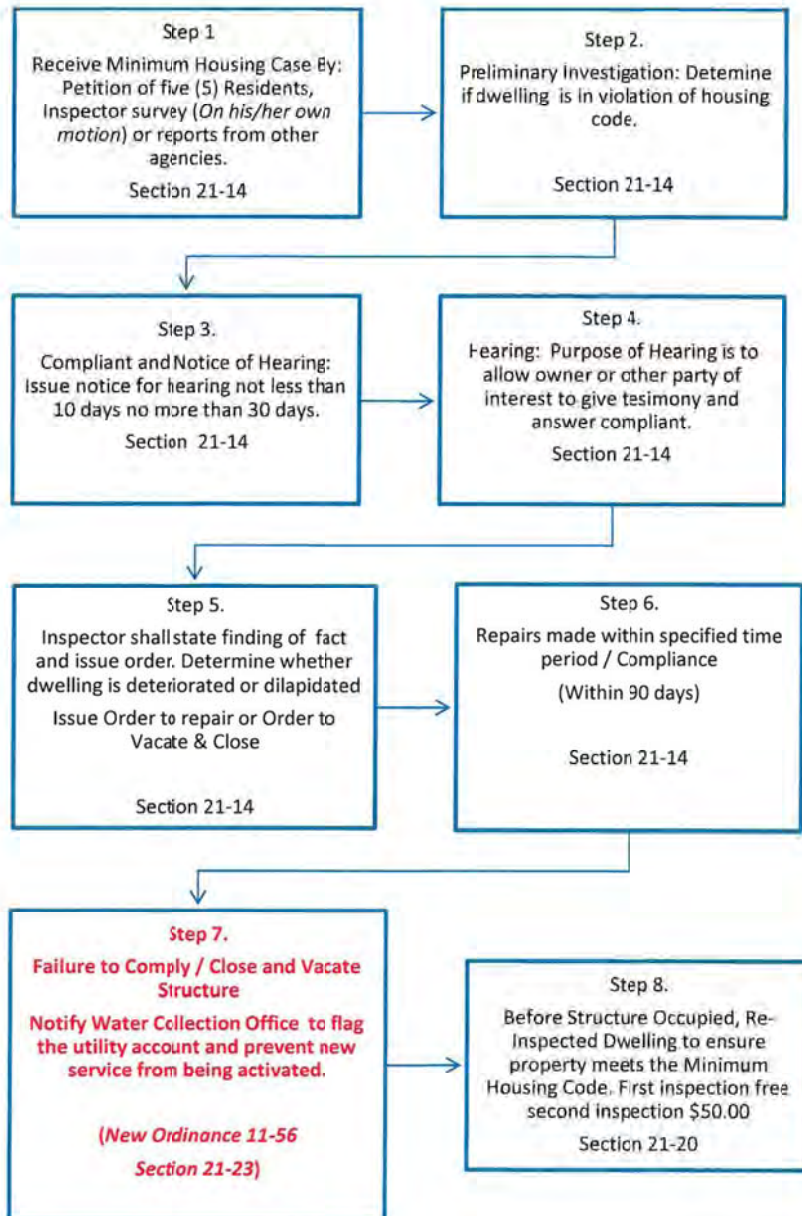
The provisions of this chapter shall be enforceable not only within the city limits of the City of Henderson, but also within the extra-territorial jurisdiction area, established and defined by law, surrounding the city.

Every dwelling and dwelling unit used as a human habitation, or held out for use as a human habitation, shall comply with all of the minimum standards of fitness for human habitation and all the

requirements of this chapter. No person shall occupy as owner-occupant, or let to another for occupancy or use as a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards of fitness for human habitation and all of the requirements of this chapter.

Understanding Proposed Ordinance 11-56

AN ORDINANCE PREVENTING A HOUSE WHICH HAS BEEN CITED TO BE IN VIOLATION OF THE MINIMUM HOUSING CODE TO BE RE-OCCUPIED UNTIL PASSING AN INSPECTION AND AFTER THE WATER HAS BEEN TURNED ON TO SERVICE THE PREMISES



Understanding Proposed Ordinance 11-56

AN ORDINANCE PREVENTING A HOUSE WHICH HAS BEEN CITED TO BE IN VIOLATION OF THE MINIMUM HOUSING CODE TO BE RE-OCCUPIED UNTIL PASSING AN INSPECTION AND AFTER THE WATER HAS BEEN TURNED ON TO SERVICE THE PREMISES

WHAT IT IS	WHAT IT IS NOT
1. Keep water from being turned on in dwellings that have been through enforcement process.	1. Not a way to inspect property without notice to property owners
2. Fee: Free for first inspection. Second inspection \$50.00. Already in Code Section 21-20	2. Not target for all dwellings without water
3. Only for dwellings that are in the enforcement process that fails to comply with order.	3. NOT a FORM of Rental CO (Rental Certificate of Occupancy) purpose was to inspect a dwelling prior to tenant occupying dwelling. <i>This is not the purpose of this ordinance</i>

City Council Action Form

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



Agenda Item: _____

Council Meeting: 11 Oct 11 Regular Meeting

21 September 2011

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

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

RE: CAF: 11—132

Consideration of Approval of Ordinance 11—61, FY 12 Budget Amendment # 16 Adjustment and Close Out of 2007 Governor's Crime Commission Gang Violence Prevention Grant.

Ladies and Gentlemen:

Recommendation:

- Approval of Ordinance 11—61, FY 12 Budget Amendment #16 Adjustment and Close Out of 2007 Governor's Crime Commission Gang Violence Prevention Grant.

Executive Summary

FY12 Budget Amendment #16 adjusts the 2007 Governor's Crime Commission Gang Violence Prevention Grant to its actual cost and closes out the project. In order to balance and close out the grant, it is necessary to use Asset Forfeiture money in the amount of \$7,261.98. The project closed out at \$49,630.96.

Enclosures:

1. Ordinance 11—61

ORDINANCE 11—61

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

FY 2011-12

**AN AMENDMENT TO THE GOVERNOR'S CRIME COMMISSION
GANG VIOLENCE PREVENTION GRANT
BUDGET AMENDMENT #16**

WHEREAS, the City Council of the City of Henderson on April 16, 2007 adopted the Governor's Crime Commission Gang Violence Prevention Grant Budget; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the Governor's Crime Commission Gang Violence Prevention Grant 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:

GANG VIOLENCE PREVENTION GRANT FUND

REVENUES: Adjusting to actuals

Account Number	Revenue Line Item	Current Budget	Amended Amount	Total Revised Budget
86-508-4582-17	Governor's Crime Commission	\$42,343.00	(\$14,088.02)	\$28,254.98
86-508-4610-36	Transfer from Federal Asset Forfeiture	\$14,114	7,261.98	21,375.98
Total		\$56,457	(\$6,826.04)	\$49,630.96

GANG VIOLENCE PREVENTION GRANT FUND

EXPENDITURES: Adjusting to actuals

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
86-511-5005-00	FICA	\$2,040	(\$2,040.00)	\$0
86-511-5005-01	Medicare	480	(\$480.00)	0
86-511-5007-00	Retirement	1,617	(\$1,617.00)	0
86-511-5008-00	Overtime	32,870	6,008.92	38,878.92
86-511-5014-00	Travel & Schools	5,000	(4,859.26)	140.74
86-511-5032-00	Hardware/Software	2,000	1,423.27	3,423.27
86-511-5033-00	Departmental Supplies	3,600	(3,600.00)	0
86-511-5074-00	Capital Outlay - Equipment	7,200	(11.97)	7,188.03
86-511-5130-00	401K	1,650	(1,650)	0
Total		\$56,457	(6,826.04)	\$49,630.96

REVENUES

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
86-508-4582-17	Governor's Crime Commission	\$28,254.98	(\$28,254.98)	\$0
86-508-4610-36	Transfer from Federal Asset Forfeiture	21,375.98	(\$21,375.98)	\$0
Total		\$49,630.96	(\$49,630.96)	\$0

EXPENDITURES

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
86-511-5005-00	FICA	\$0	\$0	\$0
86-511-5005-01	Medicare	0	0	0
86-511-5007-00	Retirement	0	0	0
86-511-5008-00	Overtime	38,878.92	(38,878.92)	0
86-511-5014-00	Travel & Schools	140.74	(140.74)	0
86-511-5032-00	Hardware/Software	3,423.27	(3,423.27)	0
86-511-5033-00	Departmental Supplies	0	0	0
86-511-5074-00	Capital Outlay - Equipment	7,188.03	(7,188.03)	0
86-511-5130-00	401K	0	0	0
Total		\$49,630.96	(\$49,630.96)	\$0

The foregoing Ordinance 11—62, 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

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

*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—61 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 McCrackin
City Clerk
City of Henderson, North Carolina

FY 2011-2012
Budget Ordinance Amendment #16
CAF #11-131

Governor's Crime Commission Gang Violence Prevention Grant

Amendment #16 adjusts the Gang Violence Prevention Grant to actual costs and closes out the project. \$7,261.98 in additional funding was transferred from Federal Asset forfeiture funds to cover the costs of expenditures that was not reimbursed by the grant. The total cost of the project closes out at \$49,630.96.

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: 10 Oct 11 Regular Meeting

23 September 2011

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

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

RE: **CAF: 11—133**

Consideration of Approval of Resolution 11—102, A Resolution of the Henderson City Council Ratifying the Mayor's Signature on the North Carolina Rural Economic Development Center Contract 2010-227-40101-112, Amendment No. 2.

Ladies and Gentlemen:

KSO's Addressed by this Item:

- KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems

Recommendation:

- Approval of Resolution 11—102, A Resolution of the Henderson City Council ratifying the Mayor's signature on the North Carolina Rural Economic Development Center Contract 2010-227-40101-112, Amendment No. 2.

Executive Summary

The Rate Study and CIP Project (Contract # 2010-227-40101-112) is almost complete; however, additional time is needed for finalization. Therefore, the current agreement needs to be amended to extend the deadline. The Mayor executed the amendment on 22 September 2011 in order to expedite the grant revision process. The attached Resolution has the effect of ratifying his signature on the document.

Enclosures:

1. Resolution 11—102

RESOLUTION 11—102

A RESOLUTION OF THE HENDERSON CITY COUNCIL RATIFYING AND APPROVING THE MAYOR'S SIGNATURE ON THE RURAL CENTER GRANT RATE STUDY AND CIP: CONTRACT 2010-227-40101-112, AMENDMENT NO. 2

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 12 Core Values; *and*

WHEREAS, this Resolution addresses one of the Key Strategic Objectives as follows: KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems; *and*

WHEREAS, the work is nearing completion on the development of the multi-year Capital Improvements Plan; however, an extension of the deadline time is necessary; *and*

WHEREAS, the Rural Center has approved an extension from 30 April 2011 to 31 October 2011; *and*

WHEREAS, in order to facilitate the grant amendment process, the Mayor executed the Amendment on 22 September 2011.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY RATIFY AND APPROVE the Mayor's signature on Rural Center Contract 2010-227-40101-112, Amendment No. 2, said amendment being more fully articulated in **Attachment A** to this Resolution.

The foregoing Resolution 11—102, introduced by Council Member _____ and seconded by Council Member _____ on this the ____ day of _____ 2011, and having been submitted to a roll call vote, was ***** by the following votes: 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 Council Action Form

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



Agenda Item: _____

Council Meeting: 11 Oct 11 Regular Meeting

19 September 2011

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

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

RE: **CAF: 11—130**

Consideration of Approval of Resolution 11—100, Accepting Two North Carolina League of Municipalities Safety Grants for Purchase of ANSI II Safety Clothing and Equipment; and Approval of Ordinance 11—60, FY12 Budget Amendment #14, Establishing the NC League of Municipalities Grant Budget for the Above Mentioned Grants.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- KSO 6 – Develop and Maintain a Qualified Municipal Workforce

Recommendation:

- Approval of Resolution 11—100, Accepting Two North Carolina League of Municipalities Safety Grants for Purchase of ANSI II Safety Clothing and Equipment; and Approval of Ordinance 11—60, FY12 Budget Amendment #14, Establishing the NC League of Municipalities Grant Budget.

Executive Summary

On 25 April 2011 City Council approved Resolution 11—31, authorizing the submission of two North Carolina League of Municipalities Safety Grants in the amount of \$1,500 each. It is now appropriate for Council to accept these grants by approving Resolution 11—100, and establish the grant project budget by approving Ordinance 11—60.

Enclosures:

1. Resolution 11—100
2. Ordinance 11—60
3. Resolution 11—31

RESOLUTION 11—100

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF TWO NORTH CAROLINA LEAGUE OF MUNICIPALITIES SAFETY GRANTS

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 twelve core values (CV); *and*

WHEREAS, this Resolution addresses one of the eight key strategic objectives, KSO 5 – Develop and Maintain Work Force; *and*

WHEREAS, the North Carolina League of Municipalities, ANSI II Safety Grants are reimbursement grants in the amount of \$1,500 each; *and*

WHEREAS, there are current funds still available for reimbursement.

NOW, THEREFORE, BE IT RESOLVED BY THE HENDERSON CITY COUNCIL that it does hereby approve the acceptance of the \$1,500 NCLM grant for the purpose of purchasing safety clothing, and the \$1,500 NCLM grant for the purchase of work zone equipment and signage for employees within the various city departments.

The foregoing Resolution 11—100, introduced by Council Member ***** and seconded by Council Member ***** on this the _____ day of _____ 2011, and having been submitted to a roll call vote, was ***** by the following votes: Yes:. No: . Abstain: . Absent: .

James D. O'Geary, Mayor

Attest:

Esther J. McCrackin, City Clerk

Approved as to Legal Form:

ORDINANCE 11—60

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

**FY 2011-2012
AN AMENDMENT TO THE GENERAL FUND
BUDGET AMENDMENT #14**

WHEREAS, the City Council of the City of Henderson on 13 June 2010 adopted the City Budget; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the 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:

**GENERAL FUND
REVENUES**

Account Number	Revenue Line Item	Current Budget	Amended Amount	Total Revised Budget
10-100-4582-10	NC League of Municipalities Grants	\$0	\$3,000	\$3,000
	All other revenues for Public Works Admin	\$386,810	0	386,810
Total		\$386,810	\$3,000	\$389.810

**GENERAL FUND
EXPENDITURES: Public Works -Admin**

Account Number	Expenditure Line Item	Current Budget	Amended Amount	Total Revised Budget
10-545-5033-00	Departmental Supplies	\$3,750	\$1,500	\$5,250
10-545-5036-00	Uniforms	0	1,500	1,500
	All Other Accounts	383,060	0	383,060
Total		\$386,810	\$3,000	\$389,810

The foregoing Ordinance 11—60, 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 _____ 2011: 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—60 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

ORDINANCE 11—60

FY 2011-2012

Budget Ordinance Amendment #14

CAF # 11-130

Public Works - Admin

This amendment increases the Public Works-Admin budget by \$3,000 due to receiving two North Carolina League of Municipalities Safety Grant to purchase safety clothing; and work zone equipment and signage.

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 11-31

A RESOLUTION AUTHORIZING SUBMISSION OF TWO NORTH CAROLINA LEAGUE OF MUNICIPALITIES SAFETY GRANTS

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 twelve core values (CV); *and*

Whereas, this Resolution addresses one of the eight key strategic objectives, KSO 5 – Develop and Maintain Work Force; *and*

Whereas, the Henderson City Council strongly supports safety of its workforce; *and*

Whereas, the City recognizes the importance of safety of the motoring public while on city streets; *and*

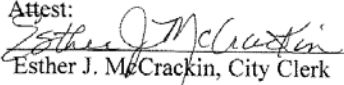
Whereas, the North Carolina League of Municipalities, Risk Management Services is offering grants to purchase safety clothing, work zone equipment and signage, with no local match.

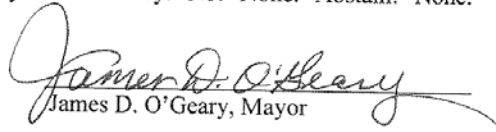
NOW, THEREFORE, BE IT RESOLVED BY THE HENDERSON CITY COUNCIL that it does hereby approve the submission of a grant for the purpose of purchasing safety clothing, work zone equipment and signage for employees within the various city departments; *and*

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

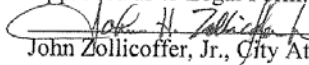
The foregoing Resolution 11—31, introduced by Councilmember Peace-Jenkins and seconded by Councilmember Coffey on this the 25th day of April 2011, and having been submitted to a roll call vote, was APPROVED by the following votes: Yes: Coffey, Inscoc, Rainey, Peace-Jenkins, Daeke, Davis, Daye and Kearney. No: None. Abstain: None. Absent: None.

Attest:


Esther J. McCrackin, City Clerk


James D. O'Geary, Mayor

Approved as to Legal Form:


John Zollicoffer, Jr., City Attorney

Reference: Minute Book 42, p 106.

Resolution Book 2
Resolution 11—31, Page 1 of 1

City Council Action Form

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



Agenda Item: _____

Council Meeting: 10 Oct 2011 Regular Meeting

28 September 2011

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

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

RE: **CAF: 11—119**
Consideration of Approval of Resolution 11—89, Transferring Municipal Court Dockets from 7 June 1927 through 30 June 1949 to North Carolina Department of Cultural Resources.

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 11—89, Transferring Municipal Court Dockets from 7 June 1927 through 30 June 1949 to North Carolina Department of Cultural Resources.

Executive Summary:

Currently, there are eight (8) Municipal Docket books stored in the Clerk's vault at City Hall. These books document court cases heard by the Mayor of Henderson from 7 June 1927 through 30 June 1949. The North Carolina Department of Cultural Resources is willing to accept transfer of these documents for long-term retention and safekeeping in the State Archives. If approved, this Resolution provides authorization to transfer the documents to the Department of Cultural Resources.

Enclosures:

1. Resolution 11—89

RESOLUTION 11—89

A RESOLUTION AUTHORIZING THE TRANSFER OF MUNICIPAL COURT DOCKETS FROM 7 JUNE 1927 THROUGH 30 JUNE 1949 TO NORTH CAROLINA DEPARTMENT OF CULTURAL RESOURCES

WHEREAS, the City of Henderson current retains eight (8) Municipal Court Dockets dating from 7 June 1927 to 30 June 1949; *and*

WHEREAS, North Carolina Department of Cultural Resources has the space, resources and ability to store and protect these documents as archives of the State; *and*

WHEREAS, the City of Henderson Council is inclined to transfer these documents to the State of North Carolina Department of Cultural Resources for storage and safekeeping within the State Archives.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY approve the transference of eight (8) Municipal Court Docket books to the North Carolina Department of Cultural Resources.

The foregoing Resolution 11—89, 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: . 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: 10 Oct 11 Regular Meeting

3 October 2011

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

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

RE: CAF: 11—136

Consideration of Approval of Resolution 11—106, Authorizing an Investigation into the Efficacy of Developing a Dabney Drive—Corbitt Road One-Way Pair from South Garnett Street to Interstate 85.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- KSO 5: Provide Reliable, Dependable Infrastructure – ...to recognize that a focus on maintaining as well as expanding the infrastructure is essential to a progressive and economically competitive city.

Recommendation:

- Approval of Resolution 11—106, Authorizing an Investigation into the Efficacy of Developing a Dabney Drive—Corbitt Road One-Way Pair from South Garnett Street to Interstate 85.

Executive Summary

Mr. Mike Ciriello, Kerr-Tar COG Transportation Planner, requested a meeting with me two weeks ago to discuss the potential of improving the traffic flow on Dabney Drive. He brought with him various State Highway planners and experts to meet with us.

A Public Survey conducted earlier this year by the State reveals the following information from respondents about Dabney Drive:

1. When normally traveling in this county [Vance], do you find that you have to go out of your way because the most direct route is too congested?
 - a. ANSWER: 23% of respondents said YES
2. Please provide examples of areas in need of improvement:
 - a. ANSWER: 29% of respondents said Dabney Drive needed improvement
3. Where, if any, do safety problems exist in Vance County?
 - a. ANSWER: 36% said Dabney Drive

Traffic counts reveal sections of Dabney Drive are already beyond roadway capacity based on 2007 traffic counts as follows:

1. In front of Fire Station:
 - a. 2007 AADT = 15,000 with existing capacity of 14,400
2. Just north of Roanoke Ave. intersection:
 - a. 2007 AADT = 21,000 with existing capacity of 14,400
3. Graham Ave. at Dabney Dr.
 - a. 2007 AADT = 5,500 with existing capacity of 10,500
4. At Cooper Dr. Intersection:
 - a. 2007 AADT = 29,000 with existing capacity of 28,900

In some areas, current traffic counts exceed the 2035 AADT estimates. Additionally, State officials advised me of significant citizen concerns about left turning movements on Dabney Drive between the I-85 Northbound Ramp and Graham Ave./Beckford Dr. intersections.

The proximity of Corbitt Road to Dabney Drive and the fact that the old railroad right-of-way north of Parham St. is relatively undeveloped offers an opportunity for further review of the opportunity to consider this roadway design improvement. It appears the other two alternatives to considering this approach is to further widen Dabney Drive at some point in the future. This alternative would require significant right-of-way acquisition and demolition of structures. The second alternative is to do nothing.

State Officials will be at the October business meeting to further discuss this opportunity with Council. Since there is no October Work Session, I have added it to a “work session” section on the regular business agenda.

Approval of this Resolution does not commit the Council to actually constructing the project. It does; however, establish a public policy position to authorize the project to move forward to conceptual design, obtaining citizen input, etc. Ultimately, if the concept is approved, the project would find its way into the Transportation Improvement Plan and hopefully, one day, funding would be provided for its implementation.

As with large projects, information will be provided to Council as it is available. Ultimately, a formal Resolution either affirming or not approving the concept would be brought to Council at the appropriate time in the future.

Enclosures:

1. Resolution 11—106
2. Dabney Drive Information Sheet

RESOLUTION 11—106

A RESOLUTION AUTHORIZING AN INVESTIGATION INTO THE EFFICACY OF DEVELOPING A DABNEY DRIVE—CORBITT ROAD ONE-WAY- PAIR FROM SOUTH GARNETT STREET TO INTERSTATE 85

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 Kerr-Tar Council of Government, as part of its regional transportation planning efforts and in conjunction with the NC Department of Transportation, has approached the City of Henderson (City) about the potential of creating a transportation planning project that would create a one-way traffic pair along Dabney Drive and Corbitt Road and the abandoned railroad right-of-way north of Parham Street from South Garnett Street to Interstate 85; *and*

WHEREAS, traffic studies indicate some areas of Dabney Drive are now operating above roadway design capacity and citizen input from earlier this year reveals serious concerns about traffic safety and congestion along this major corridor; *and*

WHEREAS, the City has been presented with an opportunity to identify Dabney Drive as a potential transportation planning project, said potential project concept being more fully articulated in **Attachment A** to this Resolution, and to perform further study to determine its viability for inclusion in the Transportation Plan.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY authorize the Kerr-Tar Council of Governments (COG) and the NC Department of Transportation (NCDOT) to further study the efficacy of developing a Dabney Drive—Corbitt Road one-way pair from South Garnett Street to Interstate 85, and in so doing, present concepts to the public and obtain feedback from it while studying and further developing the concept; *and*

BE IT FURTHER RESOLVED this matter be brought back to City Council at the appropriate time with final recommendations from the COG and NCDOT for this project.

The foregoing Resolution 11—106, 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 10th day of October 2011: YES:. NO:. ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

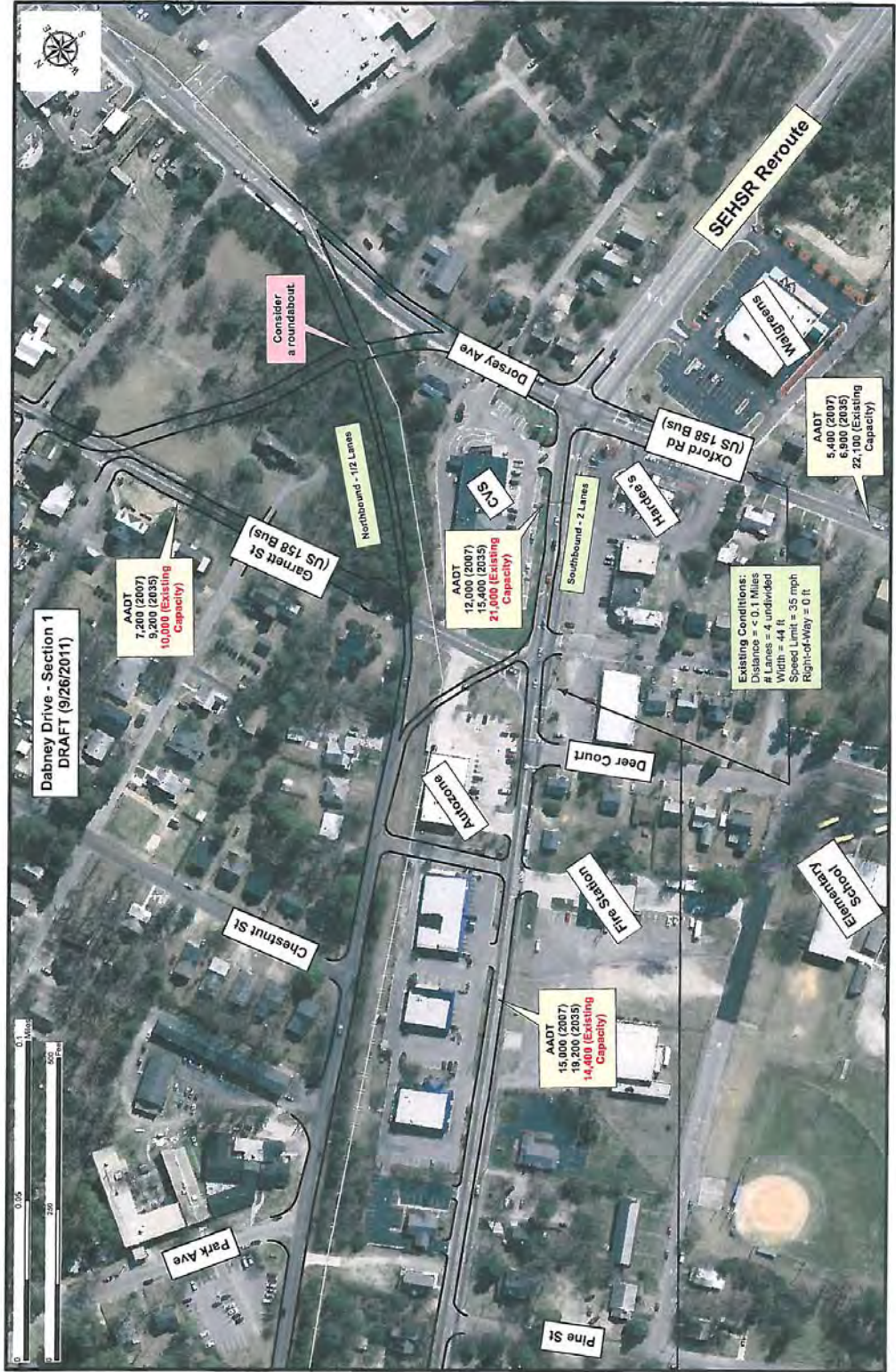
John H. Zollicoffer, Jr., City Attorney

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

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"A"

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6



7

DABNEY DRIVE

Contact Info

Lauren Nickolls
NCDOT TPR
(919) 707-0947
lennicholls@ncdot.gov

Mike Grillo
Kerr-Tar Regional COG
(252) 436-2048
mgrillo@kerrtarog.org

Jordan McMillen
Vance County Planning
(252) 738-2091
jmmcmillen@vancecounty.org

North Carolina Department of Transportation
Transportation Planning Branch
Rural Planning Organization
Council of Government
Comprehensive Transportation Plan
Annual Average Daily Traffic
Right-of-Way
Transportation Improvement Program
Level of Service
Severity Index

Acronyms

NCDOT	North Carolina Department of Transportation
TPB	Transportation Planning Branch
RPO	Rural Planning Organization
COG	Council of Government
CTP	Comprehensive Transportation Plan
AADT	Annual Average Daily Traffic
ROW	Right-of-Way
TIP	Transportation Improvement Program
LOS	Level of Service
SI	Severity Index



NCDOT TPR Vance County Site
www.ncdot.gov/ohp/preconstruct/tpr/planning/vancecounty.html

Kerr-Tar Regional Council of Governments
www.kerrtarog.org/

TIP Projects
<http://www.ncdot.org/projects/>



Dabney Dr. and I 85

DABNEY DRIVE



2007-2009 Accident History

Intersection	Severity Index	# Crashes
Dabney - Graham Ave	5.23	7
Dabney - Coble Blvd	4.08	12
Dabney - Beckford Dr	3.35	22
Dabney - Cooper Dr	2.97	45
Dabney - US 158 Bypass	2.74	17
Dabney - I 85	2.59	14

* Represents intersections with a SI higher than the state average of 4.56 and/or an intersection with more than 10 crashes.

Dabney Dr. and US 158 Bypass

Roadway Characteristics

Section	Distance (mi)	# Lanes	Width	Speed Limit	ROW
US 158 Business (Oxford Rd) - US 158 Business (Garnett St)	<0.1	4	44	35	N/A
US 158 Business (Garnett St) - Roanoke Ave	0.9	3	36	35	60
Roanoke Ave - Coble Blvd	0.2	3	36	35	60
Coble Blvd - I 85	0.4	5	52	35	60
I 85 - US 158 Bypass	0.3	5	52	35	60

Traffic Projections

US 158 Business (Oxford Rd) - US 158 Business (Garnett St)	12,000	15,400	21,000
US 158 Business (Garnett St) - Roanoke Ave	15,000	19,200	14,400
Roanoke Ave - Coble Blvd	21,000	26,700	14,400
Coble Blvd - I 85	29,000	61,500	28,900
I 85 - US 158 Bypass	21,000	43,700	28,900

Other Notes:

- This project is not funded.
- This recommendation is a concept and still requires an environmental analysis, design and safety standards.

2011 Public Survey Results

Dabney Drive Responses

Question - When normally traveling in this county, do you find that you have to go out of your way because the most direct route is too congested?

117 (23 %) out of 511 Responses

Question - Please provide examples of areas in need of improvement.

126 (29%) out of 434 Responses

Question - Where, if any, do safety problems exist in Vance County?

113 (86%) out of 314 Responses

#2



One-Way Streets...

- Simplify crossings for pedestrians
- Reduce conflicts
- Can increase travel distances for drivers
- Work best in downtown streets or very congested areas
- Can offer improved signal timing and accommodate odd-spaced signals
- Make signal timing for streets that cross a one-way pair difficult



One-Way vs. Two-way Streets

Recommendations

- One-way pair using existing Dabney Drive (southbound), Corbitt Rd and the abandoned railroad corridor (northbound)
- Multi-use path along one existing travel lane of Dabney Drive
- Sidewalk along northbound lanes
- Signal Coordination
- Traffic Calming



Lighting



Bulbouts

Traffic Calming

Changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through volumes, in the interest of street safety, livability, and other public purposes.



Textured Pavement



Landscaping



City Council Action Form

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



Agenda Item: _____

Council Meeting: 10 October 11 Regular Meeting

29 September 2011

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

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

RE: CAF: 11—134

Consideration of Approval of Resolution 11—103, Approving an Exemption to the Mini Brooks Act Relative to Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- KSO 5: Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems.
- KSO 8: 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 Resolution 11—103, Approving an Exemption to the Mini Brooks Act Relative to Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility.

Executive Summary

The City Council approved Resolution 11—12 on 14 February 2011 authorizing submission of an application for State Revolving Fund (SRF) Grant/Loan Funding for improvements of the Henderson Water Reclamation Facility (HWRF). On 1 April 2011 the City received notice from the North Carolina Department of Environment and Natural Resources (DENR) that the City was eligible to receive a low interest loan of \$16,615,000 with \$1,000,000 of the total amount in the form of principal forgiveness. The Engineering report was submitted and is currently under review by the State.

All funding is contingent on meeting various milestones. In order to meet the next milestone, which is submittal of plans and specs, it is necessary to secure engineering services for the project. This is a large project and requires approximately eight to nine months to complete the surveying and design.

Due to the timing in meeting these qualifying deadlines, through construction grants and loans, the City has determined that the selection process outlined in G.S. §143-64.31, the Mini Brooks Act, would unnecessarily add cost and delay to the project. Therefore, the City recommends that this project be exempted from the Mini Brooks Act and McGill Associates be approved as the engineer on the project and authorization be given by the City Council to the City Manager to negotiate a fee for these services and be brought back to the City Council for final approval.

The estimated fees for this phase of the project include \$30,000 for surveying, \$950,000 for design and \$50,000 for permitting. It is also anticipated there will be approximately \$30,000 in geotechnical work needed. These costs are eligible to be reimbursed through the loan proceeds; however, a short term bank loan is recommended to cover these funds until closing the construction grants and loan funding. Existing funds can be used to handle some of the minor costs of the design fee, but it is recommended that the City Council pass a Resolution authorizing the reimbursement of these funds into the full cost of the loan.

It is also recommended that a special meeting be held on Wednesday, 26 October 2011, at noon, for consideration of Resolution 11—103, and the proposed contract and other funding considerations be brought back to the Council for consideration at the first meeting in November.

Enclosures:

1. Resolution 11—103
2. NCDENR Notice of Intent to Fund
3. Resolution 11—12
4. Project Budget

RESOLUTION 11—103

A RESOLUTION APPROVING AN EXEMPTION TO THE MINI BROOKS ACT RELATIVE TO ENGINEERING SERVICES NEEDED IN CONJUNCTION WITH IMPROVEMENTS AT THE HENDERSON WATER RECLAMATION FACILITY

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

WHEREAS, two of the Key Strategic Objectives are addressed by this Resolution 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 KSO 5: To Provide Reliable, Dependable and Environmental Compliant Infrastructure Systems; *and*

WHEREAS, the City has accomplished a Preliminary Engineering Report and Capital Improvements Plan indicating the Henderson Water Reclamation Facility is now in need of major upgrades; *and*

WHEREAS, the City desires to enter into one or more contracts for professional consulting services for work on the Henderson Water Reclamation Facility; *and*

WHEREAS, the selection process of such professional consulting services by a municipality is governed by G.S. §143-64.31, the Mini Brooks Act, being more fully articulated in **Attachment A**; *and*

WHEREAS, G.S. §143-64.31 allows municipalities to exempt projects from the Mini Brooks Act in cases of special emergencies involving the health and safety of the people; *and*

WHEREAS, the City deems that time is of the essence for the accomplishment of these necessary system repairs and facility upgrades to maintain regulatory compliance and to continue to meet qualifying deadlines for project funding through the North Carolina Construction Grants and Loans section, and that a special emergency exists relative thereto involving the health and safety of the people and that the selection process in Mini Brooks Act would unnecessarily add delay to the project.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Henderson, North Carolina that it does hereby authorize the exemption of the above described projects from the provisions of G.S. §143-64.31, The Mini Brooks Act, for the reason stated above.

The foregoing Resolution 11—103 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 as to Legal Form:

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

Mini Brooks Act

Procurement of Architectural, Engineering, and Surveying Services

Declaration of public policy

GS 143 – 64.31 Article 3D (a) It is the public policy of this State and all public subdivisions and Local Governmental Units thereof, except in cases of special emergency involving the health and safety of the people or their property, to announce all requirements for architectural, engineering, surveying and construction management at risk services, to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. Selection of a firm under this Article shall include the use of good faith efforts by the public entity to notify minority firms of the opportunity to submit qualifications for consideration by the public entity.

(b) Public entities that contract with a construction manager at risk under this section shall report to the Secretary of Administration the following information on all projects where a construction manager at risk is utilized:

- (1) A detailed explanation of the reason why the particular construction manager at risk was selected.
- (2) The terms of the contract with the construction manager at risk.
- (3) A list of all other firms considered but not selected as the construction manager at risk and the amount of their proposed fees for services.
- (4) A report on the form of bidding utilized by the construction manager at risk on the project.

The Secretary of Administration shall adopt rules to implement the provisions of this subsection including the format and frequency of reporting. (1987, c. 102, s. 1; 1989, c. 230, s. 2; 2001-496, s. 1.)

§ 143-64.32. Written exemption of particular contracts

Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of:

- (a) Proposed projects where an estimated professional fee is in an amount less than thirty thousand dollars (\$30,000), or
- (b) Other particular projects exempted in the sole discretion of the Department of Transportation or the unit of local government, stating the reasons therefore and the circumstances attendant thereto. (1987, c. 102, s. 2.)

§ 143-64.33. Advice in selecting consultants or negotiating consultant contracts

On architectural, engineering, or surveying contracts, the Department of Transportation or the Department of Administration may provide, upon request by a county, city, town or other subdivision of the State, advice in the process of selecting consultants or in negotiating consultant contracts with architects, engineers, or surveyors or any or all. (1987, c. 102, s. 3; 1989, c. 230, s. 3, c. 770, s. 44.)

§ 143-64.34. (Effective until December 31, 2006) Exemption of certain projects

- (a) State Capital Improvement Projects under the jurisdiction of the State Building Commission where the estimated expenditure of public money is less than one hundred thousand dollars (\$100,000) are exempt from the provisions of this article.
- (b) A capital improvement project of The University of North Carolina under G.S. 116-31.11 where the estimated expenditure of public money is less than three hundred thousand dollars(\$300,000) is exempt from this Article if:
 - (1) The architectural, engineering, or surveying services to be rendered are under an open-end design agreement;
 - (2) The open-end design agreement has been publicly announced and
 - (3) The open-end design agreement complies with procedures adopted by the University and approved by the State Building Commission under G.S. 116-31.11(a) (3). (1987, c. 102, s. 3.1; c. 830, s. 78(a); 1997-314, s. 1; 1997-412, s. 5; 2001-496, ss. 8(b), 8(c).)

§ 143-64.34. (Effective December 31, 2006) Exemption of certain State Capital Improvement Projects

(a) State Capital Improvement Projects under the jurisdiction of the State Building Commission where the estimated expenditure of public money is less than one hundred thousand dollars (\$100,000) are exempt from the provisions of this Article.

- (c) Repealed by Session Laws 1997-412, s. 5.1, as amended by Session Laws 2001-496, s. 8(b), effective December 31, 2006.(1987, c. 102, s. 3.1; c. 830, s. 78(a); 1997-314, s. 1; 1997-412, ss. 5, 5.1; 2001-496, ss. 8(b), 8(c).)

§ 143-64.35 through 143-64.49. Reserved for future codification purposes.



CAF 11-134
Attachment 2

North Carolina Department of Environment and Natural Resources

Division of Water Quality

Beverly Eaves Perdue
Governor

Coleen H. Sullins
Director

Dee Freeman
Secretary

April 1, 2011

The Honorable James D. O'Geary, Mayor
City of Henderson
Post Office Box 1434
Henderson, North Carolina 27536

SUBJECT: Clean Water State Revolving Fund
Notice of Intent to Fund
Nutbush Creek Water Reclamation Improvements
March 1st, 2011 Application Cycle

Dear Mayor O'Geary:

Congratulations! Your application for a Clean Water State Revolving Fund loan has been reviewed and your proposed project found eligible to receive a low interest SRF loan. The total loan amount will be \$16,615,000. Of the total amount, \$1,000,000 will be in the form of principal forgiveness, with the balance at the prevailing SRF interest rate at the time of approval by the Local Government Commission (LGC).

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission. This intent to fund is also contingent on meeting all milestones outlined in our 2009/2010 Intended Use Plan (IUP) as shown below.

<u>Milestone</u>	<u>Date</u>
Engineering Report Submittal	July 1, 2011
Engineering Report Approval	Dec. 1, 2011
Plans & Specifications Submittal	June 1, 2012
Plans & Specifications/Permit Approval	Sept. 4, 2012
Advertise Project, Receive Bids, Submit Bid Information, and Receive CG&L's Authority To Award	Dec. 3, 2012
Execute Construction Contract(s)	Jan. 2, 2013

The next milestone is the submittal of an Engineering Report by close of business on July 1, 2011. The Engineering Report must be developed using the guidance found on our website. Reports not received in this office on or before July 1, 2011 will be returned and CWSRF funding for the proposed project will be forfeited.

Failure to meet this or any other IUP milestone will result in the forfeit of CWSRF funding for your proposed project, and a new application must be submitted for consideration during a future application cycle.

1633 Mail Service Center, Raleigh, North Carolina 27699-1633
Location: 2728 Capital Blvd. Raleigh, North Carolina 27604
Phone: 919-733-6900 \ FAX: 919-715-6229 \ Customer Service: 1-877-623-6748
Internet: www.ncwaterquality.org
An Equal Opportunity \ Affirmative Action Employer

One
North Carolina
Naturally

RESOLUTION 11—12

A RESOLUTION OF THE HENDERSON CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR STATE REVOLVING FUND (SRF) GRANT/LOAN FUNDING

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 two 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 **KSO 5:** To Provide Reliable, Dependable and Environmental Compliant Infrastructure Systems; *and*

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCDG 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction or replacement of wastewater collection systems; *and*

WHEREAS, the City of Henderson received a Planning Grant from the Rural Center and one project identified is the need for improvements at the Henderson Water Reclamation facility to improve efficiency and simplification of the treatment process at the existing plant; *and*

WHEREAS, the City of Henderson intends to request state loans and or/grant assistance for the project through the State Revolving Fund, Clean Water Management Trust Funds and other loan/grant opportunities.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL:

That McGill Associates has identified various phases of improvements at the Henderson Water Reclamation Facility which will simplify treatment processes as well as reduce operational costs.

That in order for the City to receive future funding it must apply for and become eligible for State Revolving Loan/Grant funds for future improvements.

That the governing body does hereby understand that the application of these funds does not commit to final approval of the borrowing of such funds until all grants/loans have been secured and approval is given to proceed with engineering and construction of the project.

That James D. O'Geary, Mayor, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of

North Carolina for a loan and/ or grant to aid in the construction of the project described above.

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

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

The foregoing Resolution 11—12, upon motion of Council Member Peace-Jenkins and second by Council Member Coffey, and having been submitted to a roll call vote received the following votes and was APPROVED on this the 14th day of February 2011: YES: Davis, Daye, Coffey, Inscoe, Rainey, Peace-Jenkins, and Daeke. NO: None. ABSTAIN: None. ABSENT: None.

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. 38.

North Carolina Water/Wastewater Common Application Form

PROJECT BUDGET

For use by ARC, CWMTF, DENR, DOC, and Rural Center applicants.

Complete the project budget addressing the categories provided in the table below (insert rows/columns as needed).
NOTE: Engineering costs shall be held to the USDA or EPA fee curve, depending on the funding partner.

Cost Description	ARC	CWMTF	DENR	DOC	RC	Local	Other	Total Cost Amount
Headworks Facility			\$ 1,400,000					\$1,400,000
Influent Pump Station			\$ 1,200,000					\$1,200,000
Oxidation Ditches and Anoxic Basins			\$ 4,500,000					\$4,500,000
Site Piping			\$ 550,000					\$550,000
Clarifier Improvements			\$ 600,000					\$600,000
RAS/WAS Pump Imp.			\$ 550,000					\$550,000
Exist. Pump/Controls Imp.			\$ 400,000					\$400,000
Pump Replacements / Demo			\$ 400,000					\$400,000
SCADA and Controls			\$ 300,000					\$300,000
New Buildings / Building Imp.			\$ 1,750,000					\$1,750,000
Sludge Thickening Imp.			\$ 1,200,000					\$1,200,000
Convert Sludge Tank to Aerobic Digester			\$ 600,000					\$600,000
Construction Sub-Total	\$0	\$0	\$13,450,000	\$0	\$0	\$0	\$0	\$13,450,000
Contingency			\$ 1,345,000					\$1,345,000
Engineering Design			\$ 950,000					\$950,000
Permitting			\$ 50,000					\$50,000
Land Surveying Costs			\$ 30,000					\$30,000
Easement Preparation								\$0
Closing Fee (if applicable)						\$ 332,300		\$332,300
Construction Admin/Observation			\$ 650,000					\$650,000
Grant and/or Loan Admin			\$ 25,000					\$25,000
Legal Costs			\$ 15,000					\$15,000
Other (geotech; materials testing)			\$ 100,000					\$100,000
Administration Sub-Total	\$0	\$0	\$3,165,000	\$0	\$0	\$332,300	\$0	\$3,497,300
TOTAL PROJECT COST	\$0	\$0	\$16,615,000	\$0	\$0	\$332,300	\$0	\$16,947,300

City Council Action Form

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



Agenda Item: _____

Council Meeting: 10 Oct 2011 Regular Meeting

27 September 2011

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

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

RE: **CAF: 11—128**

Consideration of Approval of Ordinance 11—59, Amending Portions of Chapter 29 Relating to Parks and Recreations and the FY 11-12 Annual Fee Schedule Regarding Rentals and Clean Up at Fox Pond Park Covered Picnic Shelters, FY 11-12 Budget Amendment #17.

Ladies and Gentlemen:

Recommendation:

- Approval of Ordinance 11—59, Amending Portions of Chapter 29 Relating to Parks and Recreations and the FY 11-12 Annual Fee Schedule Regarding Rentals and Clean Up at Fox Pond Park Covered Picnic Shelters, FY 11-12 Budget Amendment #17.

Executive Summary

The Recreation Commission has reviewed Section 29 of the Henderson Municipal Code and approved recommending revision to several sections of it in order to bring the ordinances into compliance with the Department's current operating procedures. These changes are noted in the attached recommended revisions to Henderson Municipal Code Section 29 and include:

*Section 29-9 (d): revised to allow the Director to issue suspensions up to an indefinite period, changed from the current 24 hour period.

*Section 29-11 (a)(2): revised to reflect that picnic shelters are available for rental at a rate of \$30 per day or portion thereof, changed from the listed rate of \$10 per listed time slot (slots being from 10:00 a.m. to 3:00 p.m. and 4:00 p.m. to 10:00 pm).

*Section 29-14 (7): revised the park hours at Fox Pond Park to have the park closed at dusk each day (currently the park hours are set by the Recreation Commission and the

Park closes at 10:00 p.m. daily March – October and 6:00 p.m. daily November – February).

*Section 29-14 (10): revised to allow staff and law enforcement to remove, or cause to be removed, any person violating ordinances, provisions, rules or regulations with no time restriction and to give the Director the authority to exclude such persons up to an indefinite period (provided that such persons can request a hearing before the Director), changed from the current 2 week period.

Additionally, in a continued effort to remove specific fee amounts from the City Code, an amendment to the annual fee schedule is also included in the Ordinance. The \$30 fee has been in existence; however, the clean-up fee; if staff is required to clean up, is a revised fee.

Enclosures:

1. Ordinance 11—59
2. Henderson Municipal Code Section 29 indicated revisions
3. Recreation/Parks Commission 8 September 2011 Minutes.

ORDINANCE 11—59

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

**AN ORDINANCE AMENDING PORTIONS OF
CHAPTER 29 RELATING TO PARKS AND RECREATION
AND
THE FY 11—12 ANNUAL FEE SCHEDULE REGARDING RENTALS
AND CLEAN UP AT FOX POND PARK COVERED PICNIC SHELTERS
FY 11—12 BUDGET AMENDMENT # 17**

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

AMENDMENTS TO CHAPTER 29 OF THE HENDERSON CITY CODE

Section 1. That Section 29-9(d) be amended to read as follows:

“(d)

The director shall enforce all provisions of this Code and other ordinances of the city and all city policies and rules and regulations concerning playgrounds and recreation centers and their use, and shall, in furtherance of such duty, have the power to remove or cause to be removed and excluded from any of the playgrounds, amusement facilities and recreation centers, any person violating any of such provisions or any rules or regulations concerning their use, for a period ~~not to exceed twenty-four hours~~ up to indefinite suspension. He shall have the care and control of all equipment, grounds and paraphernalia owned or controlled by the city for use for playground or recreation purposes, and shall be responsible for the custody of such property.”

Section 2. That Section 29-11(a)(2) be rewritten to read as follows:

“(2)

Covered picnic shelters. A fee of ~~of ten dollars per time slot (slots being from 10 A.M. to 3 P.M. and from 4 P.M. to 10 P.M.) or any portion~~ as established in the Annual Fee Schedule, shall be charged for the advance reservation of the use of any one of the covered picnic shelters; provided, that all such advance reservations for the exclusive use of any such shelter shall be made and paid for at least twenty-four hours before the time reserved. Any shelter not so reserved and paid for in advance shall be open for use by the general public without any reservation fee; provided further that any persons utilizing the shelters (whether by reservation or otherwise) are expected to provide their own set-up and clean-up of the facilities with any additional clean-up of the area required by the park staff being billed to the users at ~~the a rate of six dollars and fifty cents~~ as established in the Annual Fee Schedule.

Section 3. That Section 29-14(7) be rewritten to read as follows:

“(7)

All parks will be closed from dusk to dawn each day (provided, however, that the hours of any park may be extended beyond dusk to allow for completion of recreation department sponsored programs and activities), ~~except for Fox Pond Park (the days and hours of operation of which latter park is to be determined by the recreation and parks commission).~~

Section 4. That Section 29-14(8) be rewritten to read as follows:

“(8)

No weapons shall be permitted on the premises of any recreational facilities of the City.”

Section 5. That Section 19-14(10) be rewritten to read as follows:

“(10)

All employees of the Henderson-Vance recreation and parks department and all law enforcement officers shall be specifically empowered to enforce all provisions of this section and other ordinances and rules and regulations relating to the municipally operated parks and their use, and shall in furtherance of such powers have the additional power to remove or cause to be removed and excluded from any of said parks, adjacent public areas and parking lots, any person violating any of such ordinances, provisions, rules or regulations ~~for a period not to exceed seventy two (72) hours.~~ The recreation and parks director shall have the ~~further~~ authority to exclude any such person ~~for an additional period of two (2) weeks~~ up to an indefinite period if in his sole judgment he deems the same to be in the best interest of the operation of said facilities for use by the public (provided, however, that any such person so excluded can (within three days of said exclusion) request a hearing before the recreation and parks director in which event the director shall hear the evidence presented and shall make a new determination either affirming, reversing or modifying his prior decision).”

AMENDMENT NO. 2 TO THE FY 11-12 ANNUAL FEE SCHEDULE, FY11-12 BUDGET AMENDMENT #17

Section 1. That the Recreation, Rentals Section be rewritten to read as follows:

Recreation	
Rentals	
Picnic Shelter (full day <u>per day or any portion thereof</u>)/Fox Pond Park (<u>per Chapter 29.-11(a)(2))</u>	\$30.00
<u>Additional clean-up of rented covered picnic shelters at Fox Pond required by park staff, to be billed to users at an hourly rate. (per Chapter 29.-11(a)(2))</u>	<u>\$15.00</u>

Section 6. The foregoing Ordinance 11—59 shall be in full force and effect from and after the date of its passage.

The foregoing Ordinance 11—59, 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 **APPROVED/DISAPPROVED** 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. **.*

**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—59, An Ordinance Amending Portions Of Chapter 29 Relating To Parks And Recreations, and An Amendment to the Annual Fee Schedule, FY 11-12 Budget Amendment #17*, adopted by the Henderson, City Council in Regular Session on ** ** 2011 (See *Minute Book 4**, p. **). This Ordinance is recorded in *Ordinance Book # 8*, pp. **.

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

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

Sec. 10-49. - Concealed weapons banned from all city properties.

It shall be unlawful for any person to bring, carry or have any concealed weapon on any posted city properties (including but not limited to the premises of the City Hall, the regional water system plant, the wastewater treatment facility, any sewer pump-lift stations, elevated water tanks, public works facilities, the police training ground, H. Perry Leslie Memorial Library, municipal parking lots, Fox Pond Park, King's Daughters' Park, any other parks and recreational facilities of the city, and any and all other premises (and adjacent facilities) owned, leased to or operated by the City of Henderson); provided, however, that this prohibition shall not apply to duly authorized law enforcement officers.

Sec. 29-9. - Powers and duties generally.

(a)

The director of parks and recreation shall advise the recreation committee of the city council, which shall make recommendations to the city council, of any needs for the proper and efficient administration of the department of parks and recreation and for the wholesome use of the city's recreational facilities and equipment by the general public, to the end that the greatest benefit from the use of such facilities shall be gained by the citizens of the city.

(b)

The director of parks and recreation shall have general supervision, direction and control, within the authorized budget and under the supervision of the city manager, over all matters pertaining to carrying out the policies and programs of the city for public recreation, including public playgrounds, public parks and other public property, used or intended for public recreational purposes in the city or in parks, recreational areas and facilities owned or operated by the city.

(c)

It shall be the duty of the director of parks and recreation, under the procedures of the parks and recreation commission, to supervise generally, administer and control the operation of all the public playgrounds, public parks, recreational areas and facilities and equipment owned or operated by the city and used or intended for use for public recreation.

(d)

The director shall enforce all provisions of this Code and other ordinances of the city and all city policies and rules and regulations concerning playgrounds and recreation centers and their use, and shall, in furtherance of such duty, have the power to remove or cause to be removed and excluded from any of the playgrounds, amusement facilities and recreation centers, any person violating any of such provisions or any rules or regulations concerning their use, for a period not to exceed twenty-four hours up to indefinite suspension. He shall have the care and control of all equipment, grounds and paraphernalia owned or controlled by the city for use for playground or recreation purposes, and shall be responsible for the custody of such property.

Sec. 29-11. - Fees relative to use of certain park facilities.

(a)

The following fees will be collected by the park personnel in advance for the use of the respective park facilities at Fox Pond Park during the period from April 1 through September 30 in each calendar year hereafter:

(1)

Tennis courts. A fee of three dollars per court per two hours time slot (or any portion of the same) from 5:30 P.M. until closing on weekdays and during all hours of operation on Saturdays and Sundays and holidays for the months of April through September.

(2)

Covered picnic shelters. A fee of ~~ten dollars per time slot (slots being from 10 A.M. to 3 P.M. and from 4 P.M. to 10 P.M.)~~ \$30 per day or any portion thereof, shall be charged for the advance reservation of the use of any one of the covered picnic shelters; provided, that all such advance reservations for the exclusive use of any such shelter shall be made and paid for at least twenty-four hours before the time reserved. Any shelter not so reserved and paid for in advance shall be open for use by the general public without any reservation fee; provided further that any persons utilizing the shelters (whether by reservation or otherwise) are expected to provide their own set-up and clean-up of the facilities with any additional clean-up of the area required by the park staff being billed to the users at the rate of ~~six dollars and fifty cents~~ \$15.00 per hour.

(b)

All fees collected shall be accounted for and delivered to the parks and recreation commission to defray part of the expenses in maintaining the grounds and facilities at Fox Pond Park.

Sec. 29-14. - Rules and regulations for municipally operated parks generally.

The following rules and regulations shall apply to all municipally operated parks (including Jackson Park, Chestnut Street Park, Pinkston Street Park, Owen Davis Park, Jaycee Park, Cooper Park, North Henderson Park, South Henderson Park, Aycock Recreation Complex, old Aycock School Recreation Area (including gymnasium), old Zeb Vance School Recreation Area, E.M. Rollins Park, King Daughters Park I, King Daughters Park II, and Fox Pond Park, David St. Neighborhood Park and King's Kids Park and the adjacent public areas and parking lots:

(1)

There shall be no alcoholic beverages or controlled substances allowed in the park.

(2)

No gambling for any money or personal property shall be permitted.

(3)

There shall be no production or emission of noises or amplified speech, music or other sounds that would interfere with the reasonably anticipated use of any properties located within five hundred feet (500) thereof without written permission of the recreation and parks director (or his duly designated official); no profanity shall be allowed.

(4)

Exhibitionism and/or indecent exposure is prohibited.

(5)

There shall be no littering of the premises (with all trash being disposed of in sanitary receptacles). There shall be no vandalism (including not only destruction of any property but the writing of graffiti or unauthorized painting or marking).

(6)

There shall be no basketball playing permitted during regular church services or any revivals or special events at any church located within five (500) hundred feet thereof.

(7)

All parks will be closed from dusk to dawn each day (provided, however, that the hours of any park may be extended beyond dusk to allow for completion of recreation department sponsored programs and activities), except for Fox Pond Park (the days and hours of operation of which latter park is to be determined by the recreation and parks commission).

(8)

No weapons shall be permitted on the premises.

(9)

There shall be no mini-bikes, mopeds, motorbikes, motorcycles, ATV's, 3-wheelers, 4-wheelers, snowmobiles, jet ski's, jeeps, dune buggys, automobiles, trucks, or any other type of motor vehicles allowed or operated in any park operated, leased, or owned by the City of Henderson without the written permission of the recreation and parks director; provided that this section shall not apply to any registered motor vehicle operated legally upon designated park roadways and parking areas; nor shall it apply to any city owned vehicles, law enforcement or other emergency vehicle when being operated within the official duties of their respective governmental driver.

(10)

All employees of the Henderson-Vance recreation and parks department and all law enforcement officers shall be specifically empowered to enforce all provisions of this section and other ordinances and rules and regulations relating to the municipally operated parks and their use, and shall in furtherance of such powers have the additional power to remove or cause to be removed and excluded from any of said parks, adjacent public areas and parking lots, any person violating any of such ordinances, provisions, rules or regulations for a period not to exceed seventy-two (72) hours. The recreation and parks director shall have the further authority to exclude any such person for up to an additional indefinite period of two (2) weeks if in his sole judgment he deems the same to be in the best interest of the operation of said facilities for use by the public (provided, however, that any such person so excluded can request a hearing before the recreation and parks director within three (3) days of said additional exclusion, in which event the director shall hear the evidence presented and shall make a new determination either affirming, reversing or modifying his prior decision).

(11)

Any unauthorized use of any portion of said premises (including not only the parks but also any adjacent public areas, and the parking lots) shall constitute a trespass and the same shall be and constitute a misdemeanor (without otherwise limiting the enforceability of any other portions of this section or the rules and regulations adopted relative to the use of the facilities).

4.

**Henderson/Vance
Recreation and Parks Commission**

*** Minutes *
September 8, 2011
Aycock Recreation Center**

Present

Randy Oxendine, Chair
Kevin Boone, VC
Vernon Brown
Melvin Gray
Melissa Jones
Zachary Ayscue

Absent

Nancy Ormond
Jeff Tate
Scott Fuller
George Watkins
James Kearney
Kevin Collins

Staff

Alan Gill
Pam Stevenson
Gene King
Lauren Harris
Steve Osborne
Tony McGhee
Julie Allred

Randy Oxendine, Chairman, called the meeting to order.

Minutes from the August meeting were approved

All absent members were excused.

New Business:

Program Up-Dates:

Julie Allred spoke about the Special Olympics fundraiser that was held at the 220 Seafood Restaurant. A total of 661 plates were sold, netting a profit of \$1740.00 to be used for items such as uniforms for the athletes. Fourteen athletes will be participating in the Bocce competition that will be held in Graham, NC.

Steve Osborne stated that sign-ups for fall sports (Volleyball, Football and Soccer) had ended with a slight decrease in Football participation. Steve is working with Warren County's Rec. Dept. in scheduling our teams to play against their teams in

Soccer. Our Football teams will be playing against Oxford Rec. Dept. teams. Soccer and Volleyball will start on Sept. 24th, but not sure about Football; however, any home games for Football will be played at Southern Vance Senior High in cooperation with Ed Wilson, the Southern Vance Athletic Director.

Lauren Harris said that Vance Aquatics swim team will begin on Sept. 8th and continue through February. The high school swim teams will start on November 1st. The Henderson Middle School's Citizen School will not be available to the children this year due to lack of funds. Last year, Lauren worked with the kids teaching them water safety and swim lessons. Citizen's School was something that the kids enjoyed and looked forward to.

Old Business:

Alan Gill gave an up-date on Fox Pond Park. Four bridges have been set and 2 more will be placed in the north end of the park. The Phase I improvement projects are 65 – 75% complete.

At the August meeting, Alan Gill talked about the possibility of changing the hours of operation for Fox Pond Park. At the present time the hours are M-S, 10am – 10pm and Sunday, 1 – 10 pm. It has been suggested that the park close at dusk. While looking at revision of the ordinance concerning park hours, the staff reviewed the entire Chapter 29 section of the Henderson Municipal code that covers Recreation. It was found that several sections of this chapter needed revising to bring the ordinance in compliance with the Department's current operating procedures and fee structure. The Commission was sent a copy of the proposed changes to review and consider approval of the changes. These revisions include:

Section 29-9 (d): revised to allow the Director to issue suspensions up to an indefinite period, changed from the current 24 hour period.

Section 29-11 (a) (2): revised to reflect that picnic shelters are available for rental at a rate of \$30.00 per day or portion thereof, changed from the listed rate of \$10 per listed time slots of 10:00am to 3:00pm and 4:00pm to 10:00pm.

Section 29-14 (7): revised the park hours at Fox Pond Park to have the park closed at dusk each day (currently the park hours are set by the Recreation Commission and the Park closes at 10:00pm daily March – October and 6:00pm daily November – February).

Section 29-14 (10): revised to allow staff and law enforcement to remove or case to be removed any person violating ordinances, provisions, rules or regulations with no time restriction and to give the director the authority to exclude such

persons up to and indefinite period (provided that such persons can request a hearing before the Director), changed from the current 2 week period.

These changes were put before the members of the commission and reviewed. Chairman, Randy Oxendine, called for a vote. It was unanimously approved by all members that these ordinance revisions be submitted to the Henderson City Council for adoption.

Alan also briefed the Commission on a draft ordinance prepared by City Attorney John Zollicoffer to meet the posting requirements contained in House Bill 650. House Bill 650 was passed by the General Assembly and amended various gun laws, including where those persons who possess a valid concealed carry weapon permit could possess a concealed weapon. This bill has a provision that allows a local unit of government to enact a local ordinance to ban concealed weapons from certain Recreation facilities. The draft prepared by John Zollicoffer contains revisions to Henderson Municipal Code 10-49 to reflect changes needed to meet the requirements of House Bill 650. This ordinance will be presented to the City Council at an upcoming meeting to be considered, and if approved, to do so in advance of the December 1, 2011 effective date of House Bill 650. The Commission unanimously recommended that the revised ordinance 10-49 be approved.

There being no further business, the meeting was adjourned.

NOTE: The next meeting will be held at noon on Thursday October 13, 2011 in the MPR at Aycock Recreation Center.

If you are unable to attend, please contact me at the following:

252-431-6094

pstevenson@ci.henderson.nc.us



Office of the City Manager

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

Phone 252.430.5701 : Fax 252.492.7935 : E-mail rgriffin@ci.henderson.nc.us

www.ci.henderson.nc.us

5 October 2011

TO: Mayor O'Geary and Members of City Council

FR: Ray Griffin, City Manager

RE: **CM: 11—18**

Discussion Regarding Implementation Date of New Utility Disconnect and Security Deposits Policies

Ladies and Gentlemen:

Council Member Kearney called this morning and asked this matter be placed on Monday night's Agenda. He would like for Council to discuss this matter vis-à-vis implementation dates for the *pay one bill—leave one bill* policy change and the security deposit ordinance. Copies of approved enabling documents are attached for your information.

Mr. Kearney is concerned about the timing of implementing these policies since the effective dates could have negative impacts on customers during the holiday season. While he is supportive of the policies as approved, he would like to have discussion relative implementation date changes. For example:

1. Delay implementation of the *pay one bill—leave one bill* change from 1 November 2011 to 1 February 2012.
2. Implement the Security Deposit requirement for new customers and any customers whose service have been terminated due to non-payment if they have two bills in arrears on 1 November 2011 as is currently authorized.
3. Implement the Security Deposit requirement for existing customers that are terminated for service for non-payment if they have one bill in arrears from 1 November 2011 to 1 February 2012. This action aligns the security deposit requirement with the revised implementation of the *pay one bill—leave one bill* change as noted above in Item #1.

Enclosures:

1. CAF: 11-A-16

City Council Action Form

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



Agenda Item: _____

Council Meeting 8 August 2011 Meeting

1 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—16

Consideration of Approval of the Following:

1. **Resolution 11—70, A Resolution Amending the Current Practice of Turning off Water Service for Delinquent Utility Accounts; and**
2. **Ordinance 11—08, An Ordinance Amending Section 15.33 of the Henderson City Code Establishing Utility Security Deposits; and**
3. **Ordinance 11—53, An Ordinance Amendment to the Annual FY 11-12 Fees and Charges Schedule—Budget Amendment FY12 # 7**

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- 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:

1. Resolution 11—70, A Resolution Amending the Current Practice of Turning off Water Service for Delinquent Utility Accounts; and
2. Ordinance 11—08, An Ordinance Amending Section 15.33 of the Henderson City Code Establishing Utility Security Deposits; and
3. Ordinance 11—53, An Ordinance Amendment to the Annual FY 11-12 Fees and Charges Schedule—Budget Amendment FY12 # 7

Executive Summary

City Council considered and gave a consensus approval to revise the existing termination of service for non-payment and re-establishment of utility security deposits during its 27 July 2011 Work Session. The following enabling documents are provided to assist Council in accomplishing these goals:

Resolution 11-70

This Resolution has the effect of amending the current policy of not terminating service until two months' bills are past due. The new policy will terminate service after one month's bill has become past due. Appropriate notice will be provided to customers via inserts in the monthly utility bills, notice on the City's website and notice in the Finance Department's payment lobby. A notification period from the date of adoption of the Resolution to 1 November 2011 will be provided to customers.

Ordinance 11-08

This Ordinance has the effect of establishing the security deposits within the City Code. The provisions are based on discussions at the Work Session. This amendment provides only for the establishment of the security deposit system and how it will be administered; however, the actual dollar amount of the security deposits are provided in Ordinance 11-53. The effective date of this Ordinance would be 1 November 2011.

Ordinance 11-53

This Ordinance has the effect of amending the Annual Fees and Charges Schedule (Schedule) that was approved as part of the FY12 Budget Adoption Process. Since the Schedule was approved via an Ordinance, it must be amended by an Ordinance. We have reviewed security deposits from Oxford, Louisburg and Roxboro and Warren and Franklin counties. The data provided by these jurisdictions may be found at Attachment No. 4. Based on the information gathered, the residential security was reduced by \$50 for inside City for both water/sewer/sanitation and water/sewer customers. Changes are not recommended for other classes of residential customers.

Enclosures:

1. Resolution 11-70
2. Ordinance 11-08
3. Ordinance 11-53
4. Utility Deposit Comparison
5. CAF 11-16

RESOLUTION 11—70

A RESOLUTION AMENDING THE CURRENT PRACTICE OF TURNING OFF WATER SERVICE FOR DELINQUENT UTILITY ACCOUNTS

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 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, Section 15-34 of the *Henderson City Code* provides for the termination of water service if any utility bill remains unpaid for 15 days; *and*

WHEREAS, the City of Henderson (City) has, by practice, not terminated water service until such time as two bills have not been paid; *and*

WHEREAS, this practice results in a larger exposure for uncollected bills owed the City and allows some customers to be perpetually in debt to the City for utility service by allowing them to pay one bill and always have one delinquent bill; *and*

WHEREAS, it is felt it is in the best interest of the City to amend its current policy and require customers to pay their utility bills within the time frame in which it is due, and said account will be subject to termination should the bill not be paid by date stipulated on the bill; *and*

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT: it does hereby approve the following water termination (cut-off) policy amendment:

1. Customers are expected to pay their monthly utility bills in a timely manner during the period of time in which it is due and payable as articulated on the monthly utility bill, effective immediately; *and*
2. A customer's account will be subject to termination should his/her bill not be paid prior to the cut-off date as articulated on the monthly utility bill. Customers will no longer be allowed to carry one month's bill in arrears, effective for bills rendered on or about 1 November 2011 and all bills thereafter; *and*
3. Customers needing one-time assistance to catch up bills in arrears may request a Special Agreement be provided to assist them in paying off the amount of their

account that is in arrears while keeping the current monthly bill paid in full, effective for bills rendered on and after 1 November 2011; *and*

4. City Administration shall provide appropriate notice to all customers of this policy change by placing notice in the monthly utility bills, on the City's website and printed notice placed in a conspicuous place in the utility payment lobby at City Hall, effective immediately.

The foregoing Resolution 11—70, 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, p. **.*

ORDINANCE 11—08

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

AN ORDINANCE AMENDING SECTION 15.33 OF THE HENDERSON CITY CODE ESTABLISHING UTILITY ACCOUNT SECURITY DEPOSITS

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

Section 1. That Section 15-33 of the City Code be amended to read as follows:

Section 15-33 Account Set-Up Fee and Security Deposits

A. Account Set-Up Fee

No City utilities shall be initially furnished at any premises nor shall the person or entity responsible for payment of the utility bill of the City be changed nor shall the city read the meter relative to a new account until an ~~\$20.00~~ account set-up fee as established in the City's Fee Schedule relative to the new premises, the new payor, or the new account has been paid to the collector of revenue. This fee shall be nontransferable to any other location, payor, or account, and shall be in addition to all other fees or charges relative to said utilities.

B. Security Deposits Required

1. All new customers opening a utility account for the first time must pay a security deposit as established in the City's Fee Schedule or provide an original letter of good credit reference from his/her most recent water/sewer utility provider that demonstrates a good payment history for at least the most recent rolling 12-month period of time.
2. Customers that exist at the time of the adoption of this ordinance shall not be required to pay a security deposit unless his/her account ceases to be an account in good standing. An account in good standing is define as one in which the customer's service has not been disconnected, or turned off, for non-payment during the most recent rolling 12-month period of time. An account is determined to be not in good standing when a customer's account has been disconnected, or turned off, for non-payment during a rolling 12-month period of time. Existing customers whose service has been terminated, or disconnected, for non-payment shall be required to establish a security deposit as stated in Section 15-33-B (1) of this Chapter prior to service being reestablished.
3. If a customer has to pay a security deposit, his/her security deposit will be kept by the City Finance Department for a minimum 12-month period of time. Once the account has met the definition of being an account in good standing, the security deposit will be credited to his/her utility account. The City shall not pay interest on security deposits. Medium and large commercial/industrial customers that cannot provide a good credit

letter of reference as described in paragraph 1 above may be utilize a Letter of Credit in lieu of a cash deposit provided; however, said Letter of Credit is approved by the Finance Director and the City Attorney.

(Ord. of 5-3-94)

Section 2. That the foregoing Ordinance shall be effective on 1 November 2011.

The foregoing Ordinance, having been submitted to a roll call vote, received the following votes:

The foregoing Ordinance 11—08, 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 8th 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. **.*

ORDINANCE 11—53

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

The City Council of the City of Henderson doth Ordain:

AN AMENDMENT TO THE ANNUAL FY 11-12 FEES AND CHARGES SCHEDULE BUDGET AMENDMENT FY12 # 7

WHEREAS, the City Council of the City of Henderson approved the FY11-12 Budget Ordinance on 13 June 2011; *and*

WHEREAS, the various fees and charges for services are approved as part of the Annual Fees and Charges Schedule that was approved as part of the FY11-12 Budget Ordinance; *and*

WHEREAS, it is necessary from time to time to amend said Annual Fees and Charges Schedule.

NOW THEREFORE BE IT ORDAINED by the City Council of The City of Henderson, that the following Amendment to the *FY11-12 Annual Fees and Charges Schedule* be approved and said Ordinance shall be effective immediately upon approval of the City Council:

Section 1: Security Deposits be included within the Finance Department Section:

Finance Department	Security Deposits for Water/Sewer/Sanitation (Effective 1 November 2011, see Ordinance 11-53)		
	Residential Service		
	Inside City	Water, Sewer & Sanitation	\$150
	Inside City	Water & Sewer only (for those living in apartment complexes that provide commercial green boxes)	\$100
	Inside City	Water or Sewer, and Sanitation	\$100
	Outside City	Water & Sewer	\$200
	Outside City	Water only	\$75
	Outside City	Sewer only	\$100
	Commercial/Non-Profit/ and Industrial Service		
	Small User: 0 to 5,000 cf		
	Inside City	Water, Sewer & Sanitation (for those businesses in the downtown area that do not utilize commercial green box service)	\$150
	Inside City	Water and Sewer	\$200
	Outside City	Water and Sewer	\$350
	Outside City	Water Only	\$110
	Medium User: 5,001 – 20,000 cf		
	Inside City	Water and Sewer	\$400
	Outside City	Water and Sewer	\$750
	Outside City	Water Only	\$500
	Large User: >20,000 cf		
	Inside City	Water and Sewer	\$1,000
	Outside City	Water and Sewer	\$2,000

Outside City

Water Only

\$800

The foregoing Ordinance 11-53, 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 42, 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—53 adopted by the Henderson, City Council in Regular Session on ****, (*Minute Book 42 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

Location	SECURITY DEPOSIT										RECONNECTION							
	Deposit Fee Water	Deposit Fee Water/Sewer	Residential	Commercial	Admin Fee	Inside Water & Sewer Only	Inside Sewer Only	Outside Water & Sewer Only	OUTSIDE SEWER ONLY	Outside Credit Average Residential	Inside Credit Average Residential	Inside Credit Average Commercial	Outside Credit Average Commercial	Outside Credit Risk Residential	Outside Credit Risk Commercial	Reconnection Fee Water/Sewer	Non-Reconnection Sewer Only	Late Payment Fee
HENDERSON	N/A	N/A			\$ 40.00				\$ 100.00							\$ 40.00		\$ 22.00
STANTON	\$ 100.00	\$ 150.00						\$ 80.00	\$ 100.00							N/A		
SPRING COUNTY	\$ 100.00	\$ 100.00	\$ 272.00	\$ 200.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 50.00		\$ 25.00
JOHNSBURG																5% of Outstanding Bill or \$25, whichever is greater		
ROSELAND																		
DURHAM	\$ 50.00															\$50 - \$200	\$50 - \$200	1% of Bill After Due Date

$\pi 4$

City Council Action Form

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



Agenda Item: _____

Council Meeting 25 July 2011 Work Session

21 July 2011

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

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

RE: **CAF: 11—16**
Consideration of Approval of Ordinance 11—08, Amending Chapter 15 of the City Code providing for Security Deposits and Various Other Amendments

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- 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—08, Amending Chapter 15 of the City Code providing for Security Deposits and Various Other Amendments

Executive Summary

City Administration is requesting Council consider three areas of adjustment to Chapter 15, Waters and Sewers, of the City Code as follows:

1. Implementation of Security Deposits
2. Revise Service Termination Schedule
3. Technical Amendments transferring various fees and costs for services in specific dollar amounts to the Annual Fee Schedule adopted by City Council

Billing Cycle

Section 15-34 allows the City to terminate service for non-payment after 15 days of the bill's date of issue. The City has by practice, however, allowed a customer to accrue two months unpaid bills before terminating service. Many delinquent customers usually pay one bill and leave one unpaid bill on the books. In other words, their accounts are always in arrears. This

problem is exacerbated by the fact by the time a customer is cut off for non-payment, he/she already has used another month's service that is in the process of being billed.

According to the Finance Department, on average, the City deals with approximately 733 delinquent utility accounts per billing cycle, or about 2,300 per month. This represents about 26% of the City's 8,717 utility accounts. On average, approximately 450 accounts are terminated for non-payment on a monthly basis. On average, a one month bill for a residential customer is \$90. By the time cut-off is necessary, the customer has accrued an unpaid balance of \$180 plus penalties.

The manner in which the City bills and allows a customer to constantly be in arrears can result in a customer owing \$180, not including late fees, in billed service plus another \$90 for service used but not yet billed, or \$270. In essence, the customer is in perpetual debt to the City. Assuming there are approximately 1,846 accounts that are constantly in arrears (2,300 accounts delinquent less 450 accounts terminated for non-payment), then one might extrapolate a monthly average of \$166,140 being *on the books* and delinquent.

It is the feeling of City Administration that transitioning the City's cut-off policy to a one month basis, or the entire bill must be paid by the past due date or the account is subject to disconnect, would reduce the financial loss potential to the City and would ultimately help customers from being in arrears.

The following matrix describes the current billing and service termination cycles: (*see next page*)

Current Policy						
Period in Which Service Was Rendered	Meter Reading & Billing	Bill Date	Due	Grace Day	\$12 Past Due Late Fee Applied	Cut Off Day \$40 Reconnection Fee Applied if Both Bills Unpaid by 5 pm on the 11th
10 th -15 th Aug – 10 th -15 th Sept	10 th -15 th Sept	20 Sept	10 Oct	11 Oct	12 Oct	
10 th -15 th Sept – 10 th -15 th Oct	10 th -15 th Oct	20 Oct	10 Nov	11 Nov	12 Nov	15 Nov Note: By time service is terminated for non-payment, another month's consumption has occurred. The City cuts off service 2-3 business days after the date the late fee has been applied, but not on a Friday or Monday.
10 th -15 th Oct – 10 th -15 th Nov	10 th -15 th Nov	20 Nov	10 Dec	11 Dec		
Recommended Policy						
Period in Which Service Was Rendered	Meter Reading & Billing	Bill Date	Due	Grace Day	\$12 Past Due Late Fee Applied	Cut Off Day \$40 Reconnection Fee Applied if Current Bill Not Paid by 5 pm on the 11th
10 th -15 th Aug – 10 th -15 th Sept	10 th -15 th Sept	20 Sept	Upon Receipt	11 Oct	12 Oct	18 Oct Note: By time service is terminated for non-payment, another month's consumption has occurred. The City cuts off service 2-3 business days after the date the late fee has been applied, but not on a Friday or Monday.
10 th -15 th Sept – 10 th -15 th Oct	10 th -15 th Oct	20 Oct	Upon Receipt	11 Nov		
<i>20 July 2011</i>						

The recommended changes in billing and collections help achieve the following goals:

1. The monthly utility bill is clarified to help customers better understand:
 - a. The bill is due upon receipt and that customers have approximately 20 days in which to pay their utility bill without penalty; *and*
 - b. The bill is past due on a date-certain and a \$12 penalty will be applied if not paid by 5 p.m. on the date prior to the cut-off date; *and*
 - c. The utility service will be placed on the cut-off list if the bill is not paid by the close of business on the past due date, and a \$40 reconnection fee will be applied to the account's balance.
2. Discontinuing the practice of allowing customers to pay one bill and keep one bill on the books will help achieve the following goals:
 - a. The problem of having numerous utility customers' accounts in perpetual arrears will be resolved, for the most part, resolved. Customers will be expected to keep their utility accounts current with each monthly billing cycle; and
 - b. Once implemented, the City's delinquent accounts will be reduced, thus improving the City's collection rate and having more cash in the bank to finance day-to-day expenses of water, sewer and sanitation operations; and
 - c. The City's utility billing and collections cycle will be brought more into line with standard utility business practices.

The process City Administration would use to help transition the customer base to this new system would be as follows:

1. Customers would be notified that bills are expected to be paid in full on a monthly basis; *and*
2. Customers that need assistance in transitioning to an account in good standing would be expected to pay the current month's bill and work out an agreement with the City to pay the arrears while keeping each month's billing paid by the past due date. Customers that work with the City in honoring the agreement's payment schedule would have no fear of having service terminated. Customers that do not live up to the agreement's payment schedule would be terminated and service not reconnected until the amount in arrears is paid in full.

Security Deposits

The City currently does not require security deposits for any customer. Even if a customer's service is terminated for non-payment, a security deposit is not required for service restoration. This, combined with the long-term practice of allowing customers to accrue two months past due bills before terminating service as previously discussed, ensures the City's losses on bad accounts are larger than they realistically should be. Additionally, no security deposits are required for the household sanitation containers. 258 carts were stolen between 1 August 2010 and 12 April 2011.

It is a usual and customary practice to waive security deposits for customers with a good pay history and/or receipt of an original reference letter from their most previous utility suppliers for new customers. Additionally, it is good practice to levy a security deposit for customers that cannot provide such good pay/credit reference or that have allowed their accounts to become delinquent, or in other words, an account that has become *not in good standing*.

Each year the City writes off uncollected/uncollectable utility and sanitation fee debt. While this is less than previous years, it is still too high. Changes in billing and payment schedule as previously discussed with further help mitigate this problem. The balance of the problem can be further mitigated with implementation of a security deposit system.

The City used to require security deposits; however, that practice was discontinued years ago. It is recommended that security deposits be reinstituted, effective 1 October 2011 as follows:

1. All new customers opening a utility account for the first time must pay a security deposit or provide an original letter of reference from his/her most recent water/sewer utility provider that demonstrates a good pay history for at least the most recent 12 to 15 month period of time. Medium and large commercial/industrial customers that cannot provide a letter of reference may utilize a Letter of Credit acceptable to the City in lieu of a cash deposit.
2. An existing customer will not be required to pay a security deposit unless his/her account ceases to be *an account in good standing*.
 - a. *An account in good standing* is defined as one in which the customer pays his/her bills on-time and has not been disconnected for non-payment within a rolling 12-month period.
 - b. An account ceases to be *an account in good standing* when the customer has been terminated for non-payment once during a rolling 12-month cycle.
3. If a customer has had to pay a security deposit, his/her security deposit will be kept for a minimum twelve month billing cycle. Once the account has met the definition of being an account in good standing, the security deposit will be refunded. North Carolina does not require public utility systems to pay interest on security deposits.

4. If a customer has *an account in good standing* and his/her sanitation container is lost or stolen, he/she shall be responsible for the cost of replacing said container. The cost for same, estimated to be \$75.00 will be added to the current month's bill.

Security deposits should be structured to cover the cost of service rendered in order to hold the City harmless should a customer default on his/her bill. The following security deposit table is recommended for approval:

Security Deposit Matrix <i>Effective 1 October 2011</i>		
<i>21 July 11</i>	Type of Service	Security Deposit
<i>Residential Service</i>		
Inside City	Water, Sewer & Sanitation	\$200
	Water & Sewer only (for those living in apartment complexes that provide commercial green boxes)	\$150
	Water or Sewer, and Sanitation	\$100
Outside City	Water & Sewer	\$200
	Water only	\$75
	Sewer only	\$100
<i>Commercial/Non-Profit/Industrial Service</i>		
<i>Small User: 0 to 5,000 cf</i>		
Inside City	Water, Sewer & Sanitation (for those businesses in the downtown area that do not utilize commercial green box service)	\$150 plus \$50 for each sanitation container
Inside City	Water and Sewer	\$200
Outside City	Water and Sewer	\$350
Outside City	Water Only	\$110
<i>Medium User: 5,001 – 20,000 cf</i>		
Inside City	Water and Sewer	\$400
Outside City	Water and Sewer	\$750
Outside City	Water Only	\$500
<i>Large User: >20,000 cf</i>		
Inside City	Water and Sewer	\$1,000
Outside City	Water and Sewer	\$2,000
Outside City	Water Only	\$800

Miscellaneous Adjustments to City Code

There are areas in the Chapter 15 that reference costs for service that are no longer valid. Most fees and charges for service are reviewed and set by City Council during the annual budget review and adoption process. These references would be changed to refer to the Fee Schedule rather than citing a specific fee or charge amount. In short, this is a long over-due housekeeping matter in cleaning up this part of the City Code.

Ordinance 11—08

In order to accomplish these recommendations, an ordinance approved by City Council will be necessary. No such ordinance has been developed at this time; however, based on Council's consensus at Work Session, an appropriate ordinance will be prepared by the City Attorney and brought back to City Council for final review and action.

Enclosures:

None (Ordinance 11-08 will be prepared once Council reaches a consensus on this

Meetings and Events Calendar

Date	Time	Event	Location
Oct 11 th	3:30 PM	Henderson Community Appearance Commission	City Council Chambers
Oct 13 th	12:00 PM	Henderson-Vance Recreation & Parks Commission	Aycock Recreation Center
Oct 20 th	5:30 PM	Weed & Seed Steering Committee	City Council Chambers
Oct 24 th	NCLM Conference	City Council Meeting CANCELLED	NCLM Conference
Nov 1 st	3:30 PM	Board of Adjustment	City Council Chambers
Nov 2 nd	8:00 AM	Clean up Henderson	City Operations Center
Nov 7 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room
Nov 7 th	3:00 PM	Henderson Planning Board	City Council Chambers
Nov 8 th	3:00 PM	Henderson Community Appearance Committee	City Council Chambers
Nov 10 th	12:00 PM	Henderson-Vance Recreation & Parks Commission	Aycock Recreation Center
Nov 11 th		VETERANS DAY CITY HALL CLOSED	
Nov 17 th	5:30 PM	Weed & Seed Steering Committee	City Council Chambers
Nov 17 th	7:00 PM	Human Relations Commission	City Council Chambers
Nov 24 th		CITY HALL CLOSED	
Nov 25 th	CITY HALL CLOSED	THANKSGIVING HOLIDAY	CITY HALL CLOSED
Nov 28 th	6:00 PM	City Council Meeting Work Session to Follow	City Council Chambers
Dec 5 th	3:30 PM	Henderson Planning Board	City Council Chambers
Dec 6 th	3:30 PM	Board of Adjustment	City Council Chambers
Dec 7 th	8:00 AM	Clean Up Henderson	Operations Center
Dec 12 th	7:00 PM	Regular City Council Meeting	City Council Chambers
Dec 13 th	3:00 PM	Henderson Community Appearance Committee	City Council Chambers
Dec 15 th	5:30 PM	Weed & Seed Steering Committee	City Council Chambers
Dec 26 th		CITY HALL CLOSED Happy Holidays	
DEC 27 TH		CITY HALL CLOSED FOR HOLIDAYS	
JAN 2 ND 2012		CITY HALL CLOSED HAPPY NEW YEAR	



PROCLAMATION
National Domestic Violence Awareness Month
October 2011
❧

WHEREAS, National Domestic Violence Awareness Month was established in October 1987 to create a community dialogue about violence, to advocate for legislation and law enforcement to protect victims, and to encourage public awareness and action against abuse; *and*

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly; *and*

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; *and*

WHEREAS, the impact of domestic violence is wide ranging, directly effecting individuals and society as a whole, here in this community, throughout the United States and the world; *and*

WHEREAS, every 9 seconds a woman is beaten; one-half of all batterers abuse their children; and at least 3.5 million children are exposed to domestic violence each year; *and*

WHEREAS, it is battered women who have been in the forefront of efforts to bring peace and equality to the home.

NOW, THEREFORE, in recognition of the important work done by domestic violence programs, I, James D. O'Geary, Mayor of the City of Henderson, do hereby proclaim the month of October to be *National Domestic Violence Awareness Month* and urge all citizens to work toward improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

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 4th day of October 2011.

Esther J. McCrackin City Clerk

HENDERSON-VANCE COUNTY 911

NUMBER OF CALLS REPORT BY COMPLAINT (ALL UNITS)

TIME PERIOD: 07/21/2011 09:00:00 Through 08/20/2011 23:59:59

TOTAL

6,059

DEPARTMENT	COMMENT	TOTAL	COUNTY	CITY	STATE	OTHER
DATA WITH NO DEPARTMENT		201				201
AFTON VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	3	3			
AMERICAN RED CROSS	Other Dispatch	1				1
BEARPOND VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	39	39			
COKEBURY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	34	34			
CSX RAILROAD	Other Dispatch	4				4
DREWRY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	11	11			
CENTURYLINK	Other Dispatch	0				0
EPSOM VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	10	10			
HENDERSON FIRE DEPARTMENT-STA 1	City Dispatch	294		294		
HENDERSON FIRE DEPARTMENT-STA 2	City Dispatch	207		207		
HENDERSON POLICE DEPARTMENT	City Dispatch	2,682		2,682		
HENDERSON STREET DEPT	City Dispatch	23		23		
HENDERSON WATER DEPARTMENT	City Dispatch	19		19		
HICKSBORO VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	17	17			
KITTRELL VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	24	24			
NORTH CAROLINA DEPT OF PARKS	State Dispatch	6			6	
NORTH CAROLINA DEPT OF TRANSPORTATION	State Dispatch	50			50	
NORTH CAROLINA DIVISION OF MOTOR VEHICLES	State Dispatch	0			0	
NORTH CAROLINA FORESTRY SERVICE	State Dispatch	7			7	
NORTH CAROLINA MAGISTRATE OFFICE	State Dispatch	1			1	
NORTH CAROLINA MEDICAL EXAMINER	State Dispatch	1			1	
NORTH CAROLINA PROBATION & PAROLE	State Dispatch	0			1	
NORTH CAROLINA STATE HIGHWAY PATROL	State Dispatch	81			81	
NORTH CAROLINA UNDERWATER RECOVERY	Other Dispatch	1			1	
NORTH CAROLINA WILDLIFE	State Dispatch	3			3	
PROGRESS ENERGY	Other Dispatch	60				60
PUBLIC SERVICE GAS	Other Dispatch	4				4
RIDGEWAY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	4	4			
TOWNSVILLE VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	19	19			
VANCE COUNTY AMBULANCE SERVICE (EMS)	City & County Dispatch-actual	514	164	268		125
VANCE COUNTY ANIMAL CONTROL	County Dispatch	100	100			
VANCE CO DEPT OF SOCIAL SERVICES	County Dispatch	0	0			
VANCE COUNTY EMERGENCY MANAGEMENT	City & County Dispatch	12	12			
VANCE COUNTY FIRE DEPARTMENT	County Dispatch/FIRE	100	100			
VANCE COUNTY RESCUE SQUAD	County Dispatch	32	32			
VANCE COUNTY SHERIFF DEPARTMENT	County Dispatch	2,504	2,504			
WAKE ELECTRIC COOPERATIVE	Other Dispatch	0				0
WATKINS VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	21	21			
TOTALS		7,089	3,094	3,493	151	395

Signature: Carey D. Thompson
 Prepared by: Carey D. Thompson

Signature: Brian K. Short
 Reviewed by Brian K. Short, Director
 09/28/2011

HENDERSON-VANCE CO 911

Number Of Calls Report by Department (All Units)

First Date: 08/21/2011

Jurisdiction: HEN-VAN

Last Date: 09/20/2011

	<i>Department</i>	<i>Number</i>
1	Data with no Department.	201
2	AFTO	3
3	ARC	1
4	BVFD	39
5	CSX	4
6	CVFD	34
7	DOT	50
8	DVFD	11
9	EM	12
10	EMS	514
11	EVFD	10
12	FOR	7
13	GAS	4
14	HFD1	294
15	HFD2	207
16	HPD	2682
17	HVFD	17
18	KVFD	24
19	ME	1
20	MO	1
21	NCUR	1
22	PARK	6
23	PE	60
24	SHP	81
25	STRE	23
26	TVFD	19
27	VCAC	100
28	VCFD	100
29	VCR	32
30	VCSO	2504
31	WATE	17
32	WILD	3
33	WVFD	21

Total: 6059

A call with multiple Departments assigned will be counted in the group total for each of these Departments, therefore such calls will be counted more than once. For this reason, the total number of calls may not equal the sum of the group totals

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 08/21/2011

Last Date: 09/20/2011

Complaint		Number
911HU	911 HANG UP CALL	104
ABAND	ABANDONED OR JUNKED CARS	2
ABDOM-EMD	ABDOMINAL PAIN OR PROBLEMS	14
ABNV	ABANDONED VEHICLE	1
ACC-PD	ACCIDENT PROPERTY DAMAGE	91
ACC-PI	ACCIDENT PERSONAL INJURY	26
ALARM	ALARM RESIDENCE OR BUSINESS	280
ALARMFALSE	ALARM FALSE	138
ALARMMED	ALARM MEDICAL	3
ALLERG-EMD	ALLERGIC REACTION / ENVENOMATIO	6
ANIMAL-EMD	ANIMAL BITE / ATTACK	2
ANIM	ANIMAL COMPLAINT/VISCIOUS ANIMAL	94
ARMED SUSP	ARMED SUSPECT (MAN WITH A GUN)	8
ARRE	ARREST	4
ASAG	ASSIST OTHER AGENCY	14
ASMO	ASSIST MOTORIST	47
ASSAULIP-EMD	ASSAULT OR SEXUAL ASSAULT - IN PI	4
ASSAULT-EMD	ASSAULT OR SEXUAL ASSAULT	51
BACKPAIN-EMD	BACK PAIN (NON-TRAUMATIC)	5
BE MV	BREAKING AND ENTERING TO A MOTC	18
BON	BONDING	109
BONDSET	BOND SET	3
BREATH-EMD	BREATHING PROBLEMS	60
BURG-IP	BURGULARY/B&E IN PROGRESS	6
BURGLARY	BURGLARY	101
BURNS-EMD	BURNS (SCALDS) OR EXPLOSIONS (EI	1
CARBON-EMD	CARBON MONOXIDE / INHALATION / H	1
CAR	CARELESS AND RECKLESS DRIVER	33
CARDIAC-EMD	CARDIAC/RESPIRATORY ARREST OR I	6
CHASE	CHASE	3
CHESTPAI-EMD	CHEST PAIN	43
CHIVEH	CHILD LOCKED IN VEHICLE	1
CHOKING-EMD	CHOKING	5
CIVDIS	CIVIL DISPUTE	79
COMTHR	COMMUNICATING THREATS	9
CONVULS-EMD	CONVULSIONS / SEIZURES	37
COURT	COURT	1
DIABETIC-EMD	DIABETIC PROBLEMS	20
DIRTRF	DIRECTING TRAFFIC/TRAFFIC CONTR	6
DISO	DISORDERLY PERSON	74
DOMEIP/W	DOMESTICE DISPUTE - IN PROGRESS	7
DOM-PROB	DOMESTIC PROBLEM	133
DRUGALC	DRUG OR ALCOHOL COMPLAINT	46
DRUNKDRIV	DRUNK DRIVER	7
DVO	DOMESTIC VIOLENCE ORDER	15
ESCO	ESCORT	198
EVICTON	EVICTON CARRIED OUT	31
EYE PROB-EMD	EYE PROBLEMS / INJURIES	1
FALLS-EMD	FALLS (SUBJECT FALLEN)	50
FIGHT	FIGHT	44
FIRE AL	FIRE ALARM	35
FIRE BRU	BRUSH/GRASS FIRE	10

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 08/21/2011

Last Date: 09/20/2011

<i>Complaint</i>		<i>Number</i>
FIRE DUMP	DUMPSTER FIRE	1
FIRE ELEC	ELECTRICAL FIRE	4
FIRE SMOKE	SMOKE REPORT	13
FIRE STRUC	STRUCTURE FIRE	4
FIRE TRANS	TRANSFORMER FIRE	2
FIRE VEHI	VEHICLE FIRE	8
FIRE WOODS	WOODS FIRE	1
FRAUD	FRAUD/FORGERY	23
GASLEA	GAS LEAK	3
HARR	HARRASSMENT/THREATS	83
HEADACHE-EMD	HEADACHE	3
HEART-EMD	HEART PROBLEMS - AICD	10
HEAT/CLD-EMD	HEAT / COLD EXPOSURE	2
HEMORR-EMD	HEMORRHAGE / LACERATION	14
HOMEINV	HOME INVASION	3
HRPD	HIT & RUN PD	23
ILL-DUMP	ILLEGAL DUMPING	43
INDEXPO	INDECENT EXPOSURE	2
INSPECTION	FIRE INSPECTION	45
INTPERS	INTOXICATED PERSON	15
INVE	INVESTIGATE ----- AT	723
IPV	IMPROPERLY PARKED VEHICLE	10
JUV	JUVENILE PROBLEMS	37
LARC	LARCENY - ALREADY OCCURRED	190
LOIT	LOITERING COMPLAIN	10
LOST	LOST PROPERTY	9
LOUD	LOUD MUSIC	101
MEDICAL	MEDICAL	2
MEN	MENTAL SUBJECT	66
MISS	MISSING PERSON	13
OPEN	OPEN DOOR/WINDOW	11
OVERDOSE-EMD	OVERDOSE / POISONING (INGESTION)	7
PDAMG	PROPERTY DAMAGE ALREADY OCCUR	112
PDMGIP	PROPERTY DAMAGE IN PROGRESS	1
PREGNANT-EMD	PREGNANCY/CHILDBIRTH/MISCARRIA	4
PROW	PROWLER	30
RACE	RACING/HIGH SPEED DRIVING	2
RECFPI	RECOVERED/FOUND PROPERTY	24
ROBARM	ROBBERY ARMED	7
ROBBERY	ROBBERY	1
ROBIP	ROBBERY IN PROGRESS	1
RUN	RUNAWAY	4
SHOP	SHOPLIFTER	17
SHOTS	SHOTS FIRED	58
SICK-EMD	SICK PERSON	104
STABBING-EMD	STABBING / GUNSHOT / PENETRATING	7
STOLV	STOLEN VEHICLE	10
STROKE-EMD	STROKE (CVA)	21
SUBINCUS	SUBJECT IN CUSTODY	30
SUICIDE-EMD	SUICIDE / PSYCHIATRIC / ABNORMAL I	3
SUMMONS	CIVIL / CRIMINAL SUMMONS	604
SUPSUB	SUSPICIOUS SUBJECT	108

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 08/21/2011

Last Date: 09/20/2011

<i>Complaint</i>		<i>Number</i>
SURR	SURRENDER	14
SUSVEH	SUSPICIOUS VEHICLE	79
TEST	TEST CALL	77
Traffic Stop	VEHICLE STOP	523
TRANSPORT	TRANSPORT	7
TRAUMA-EMD	TRAUMATIC INJURY (SPECIFY IN NARI	1
TREEDWN	TREE DOWN	74
TRES	TRESPASSING SUSPECT	89
UNAUTHVEH	UNAUTHORIZED USE VEHICLE	10
UNCONC-EMD	UNCONCIOUS / FAINTING OR NEAR	30
UNKNOWN-EMD	UNKNOWN PROBLEM (MAN DOWN)	1
WARRANT	WARRANT	412
WATER	WATER RELATED PROBLEM	13
WRIT	WRIT OF EXECUTION	2
XRAY	COURTHOUSE X RAY DUTY	11

Report Total: 6059



CITY OF HENDERSON

CODE COMPLIANCE DEPARTMENT

September 2011 Report



Straight Pipe of Water Meter with Garden Hose

Minimum Housing Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: 10/21/2011	Location: 442 CROSS ST	ID: 102865-H000281
Status: OCCUPIED-NO WATER	Last Inspect: 09/21/2011	Who: CSB Comply Date: 10/21/2011
Permit #: 0202	Owner: JOHN C ROGERS	Date Entered: 09/21/2011

Next Inspect: / /	Location: 1508 OXFORD RD	ID: 100126-H000736
Status: OCCUPIED-NO WATER	Last Inspect: / /	Who: CSB Comply Date: 09/19/2011
Permit #: 0443	Owner: QUALITY CORNER CORP	Date Entered: 09/07/2011

Next Inspect: / /	Location: 126 N. COLLEGE ST	ID: 107263-H000737
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB Comply Date: 10/07/2011
Permit #: 0444	Owner: G & L PROPERTIES	Date Entered: 09/08/2011

Next Inspect: / /	Location: 302 COLLEGE ST	ID: 104096-H000738
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB Comply Date: 10/07/2011
Permit #: 0445	Owner: DEAN INVESTMENTS LLC	Date Entered: 09/08/2011

Next Inspect: / /	Location: 258 HIGH ST	ID: 106894-H000739
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB Comply Date: 10/07/2011
Permit #: 0446	Owner: SOPHIA H CHEEK	Date Entered: 09/08/2011

Next Inspect: / /	Location: 604 HIGH ST	ID: 107749-H000740
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB Comply Date: 10/07/2011
Permit #: 0447	Owner: JERRY D ANDREWS	Date Entered: 09/08/2011

Next Inspect: / /	Location: 816 PARKWAY DR	ID: 101220-H000741
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB Comply Date: 10/07/2011
Permit #: 0448	Owner: JAMES E HARGROVE	Date Entered: 09/08/2011

Next Inspect: 10/31/2011	Location: 214 SHANK ST	ID: 108818-H000742
Status: INITIAL NOTICE R&I	Last Inspect: / /	Who: CSB Comply Date: 10/31/2011
Permit #: 0449	Owner: BETTY STEWART, HEIRS % PAM STE	Date Entered: 09/08/2011

Next Inspect: / /	Location: 1001 HARGROVE ST	ID: 105319-H000745
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: Comply Date: 09/21/2011
Permit #: 0450	Owner: DAVID E SUSEWELL	Date Entered: 09/21/2011

Next Inspect: / /	Location: 1075 HARGROVE ST	ID: 105290-H000746
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: Comply Date: 09/21/2011
Permit #: 0451	Owner: JOAN T DIEDOLF	Date Entered: 09/21/2011

Next Inspect: / /	Location: 1063 HARGROVE ST	ID: 105323-H000747
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: Comply Date: 09/21/2011
Permit #: 0452	Owner: RUTH S ALLEN	Date Entered: 09/21/2011

Next Inspect: / /	Location: 1310 SECOND ST	ID: 106141-H000748
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: Comply Date: 09/21/2011
Permit #: 0453	Owner: DAVID S HOPE	Date Entered: 09/21/2011

Next Inspect: / /	Location: 825 JOHN ST	ID: 107105-H000749
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: Comply Date: 09/21/2011
Permit #: 0454	Owner: JOHN H FALKNER	Date Entered: 09/21/2011

Nuisance Property Violations Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: //	Location: 750 SOUTHERLAND ST	ID: 108315-V000010
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: 01/30/2008
Violation #: 0010	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/27/2011	First Letter Date: 09/27/2011	Citation Date: //
		Comply Date: //
Parcel 0086 01035	Owner: DOUGLAS T FALKNER	

Next Inspect: //	Location: 129 COLLEGE ST	ID: 103979-V000017
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: //
Violation #: 0017	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/19/2011	First Letter Date: 09/19/2011	Citation Date: //
		Comply Date: 09/30/2011
Parcel 0025 10014	Owner: DERRICK & SHAKITA STEED	

Next Inspect: 10/08/2011	Location: 610 MASON ST	ID: 108414-V000028
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: 02/29/2008
Violation #: 0028	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/28/2011	First Letter Date: 09/28/2011	Citation Date: //
		Comply Date: //
Parcel 0088 03012	Owner: MICHAEL A. NORWOOD	

Next Inspect: //	Location: 708 ADAMS ST	ID: 107644-V000123
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: 05/23/2008
Violation #: 0123	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/12/2011	First Letter Date: 09/12/2011	Citation Date: //
		Comply Date: 09/30/2011
Parcel 0079 04016	Owner: ALVIE PASCHALL	

Next Inspect: //	Location: 431 ANDREWS AVE	ID: 107516-V000179
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: 07/06/2008
Violation #: 0179	Status: CIVIL PENALTY	Who: CSB
Date Entered: 09/12/2011	First Letter Date: 09/12/2011	Citation Date: 10/03/2011
		Comply Date: //
Parcel 0078 04009	Owner: AHMAD LI / SADEQ ALASHMLI	

Next Inspect: //	Location: 417 ROCK SPRING ST	ID: 100994-V000180
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: 07/06/2008
Violation #: 0180	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/01/2011	First Letter Date: 09/01/2011	Citation Date: //
		Comply Date: 09/21/2011
Parcel 0101 05016	Owner: DOROTHEA K KELLY, HEIRS % HENRY B. KELLY	

Nuisance Property Violations Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: / /	Location: 927 BUCKHORN ST	ID: 104474-V000298
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0298	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/09/2011	First Letter Date: 09/09/2011	Citation Date: / /
		Comply Date: / /
Parcel 0029 03003	Owner:	JOHN HAMME

Next Inspect: / /	Location: 904 ELM ST	ID: 108370-V000304
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0304	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/13/2011	First Letter Date: 09/13/2011	Citation Date: / /
		Comply Date: 09/27/2011
Parcel 0087 03014	Owner:	PRISTINE HOUSING LLC

Next Inspect: / /	Location: 604 WATER ST	ID: 107555-V000765
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0326	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/12/2011	First Letter Date: 09/12/2011	Citation Date: / /
		Comply Date: / /
Parcel 0078 07024	Owner:	ERIN K. THOMPSON

Next Inspect: 10/07/2011	Location: 1034 MAPLE ST	ID: 104382-V000778
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0339	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/27/2011	First Letter Date: 09/27/2011	Citation Date: / /
		Comply Date: / /
Parcel 0028 03014	Owner:	DOUGLAS T. FALKNER, HEIRS

Next Inspect: / /	Location: 278 KITTRELL ST	ID: 107065-V000780
Type: "C" TRASH, RUBBISH & JUNK	How Received: Staff	Last Inspect: / /
Violation #: 0341	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/22/2011	First Letter Date: 09/22/2011	Citation Date: / /
		Comply Date: / /
Parcel 0074A01004	Owner: DWIGHT S	HUGHES

Next Inspect: / /	Location: 923 BANE AVE	ID: 106139-V000346
Type: "A" (WEEDS)	How Received:	Last Inspect: 01/24/2009
Violation #: 0345	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/19/2011	First Letter Date: 09/19/2011	Citation Date: / /
		Comply Date: 09/29/2011
Parcel 0006 02004	Owner: ROBERT D.	STANLEY

Nuisance Property Violations Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: 10/07/2011	Location: 903 PINE ST	ID: 108349-V000372
Type: "A" (WEEDS)	How Received:	Last Inspect: // Who: 0
Violation #: 0369	Status: FIRST NOTICE	
Date Entered: 09/27/2011	First Letter Date: 09/27/2011	Citation Date: // Comply Date: //
Parcel 0087 01020	Owner: WENDELL	BENEDICT, JR. & HILDA BENEDICT

Next Inspect: //	Location: 1103 PINKSTON ST	ID: 103164-V000854
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: // Who: CSB
Violation #: 0415	Status: SECOND NOTICE	
Date Entered: 09/12/2011	First Letter Date: 09/12/2011	Citation Date: // Comply Date: //
Parcel 0214C03002	Owner:	DEAN INVESTMENTS LLC

Next Inspect: //	Location: 722 WINDER ST	ID: 108709-V000861
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: // Who: CSB
Violation #: 0422	Status: FIRST NOTICE	
Date Entered: 09/26/2011	First Letter Date: 09/26/2011	Citation Date: // Comply Date: //
Parcel 0092 01038	Owner: BENNIS T	LATHAN

Next Inspect: //	Location: 1027 WILLIAM ST	ID: 104326-V000909
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: 07/19/2010 Who: CSB
Violation #: 0470	Status: FIRST NOTICE	
Date Entered: 09/28/2011	First Letter Date: 09/28/2011	Citation Date: // Comply Date: //
Parcel 0027 08001	Owner: JON S	WATKINS

Next Inspect: //	Location: 1035 WILLIAM ST	ID: 104336-V000910
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: 07/09/2010 Who: CSB
Violation #: 0471	Status: FIRST NOTICE	
Date Entered: 09/28/2011	First Letter Date: 09/28/2011	Citation Date: // Comply Date: //
Parcel 0027 08002	Owner: BEVERLY D	WILLIAMS

Next Inspect: //	Location: 915 ELM ST	ID: 108344-V000912
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: 07/09/2010 Who: CSB
Violation #: 0473	Status: FIRST NOTICE	
Date Entered: 09/27/2011	First Letter Date: 09/27/2011	Citation Date: // Comply Date: //
Parcel 0087 01017	Owner:	SEVERIANO ESCAMILLA

Nuisance Property Violations Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: / /	Location: 227 PEACHTREE ST	ID: 104085-V000952
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0513	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/19/2011	First Letter Date: 09/19/2011	Citation Date: / /
		Comply Date: / /
Parcel 0025 05005	Owner: JAMES W	LAONIPON

Next Inspect: 09/20/2010	Location: 604 CHESTNUT ST	ID: 109030-V000974
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0535	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/12/2011	First Letter Date: 09/12/2011	Citation Date: / /
		Comply Date: / /
Parcel 0098 10008	Owner:	BRIAN HAMILTON

Next Inspect: / /	Location: MAPLE ST	ID: 108606-V000547
Type: "A" (WEEDS)	How Received: Staff	Last Inspect: / /
Violation #: 0544	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/13/2011	First Letter Date: 09/13/2011	Citation Date: / /
		Comply Date: 09/22/2011
Parcel 0091 06013	Owner: CALVIN	& HARRIS V. YOUNG

Next Inspect: / /	Location: 1118 MCCOIN AVE	ID: 106109-V000559
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0556	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/19/2011	First Letter Date: 09/19/2011	Citation Date: / /
		Comply Date: / /
Parcel 0006 10012	Owner: RAYMOND B.	DIXON

Next Inspect: / /	Location: KITTRELL ST	ID: 107093-V001019
Type: "C" TRASH, RUBBISH & JUNK	How Received: Staff	Last Inspect: / /
Violation #: 0580	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/01/2011	First Letter Date: 09/01/2011	Citation Date: / /
		Comply Date: / /
Parcel 0074 01004	Owner: THOMAS S	& WILLIAM C. ROGERS

Next Inspect: / /	Location: 1502 OAKDALE CIRCLE	ID: 101980-V001022
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0583	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/07/2011	First Letter Date: 09/07/2011	Citation Date: / /
		Comply Date: 09/20/2011
Parcel 0014 03020	Owner: QI CHUAN	HUANG

Nuisance Property Violations Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: //	Location: 737 HARRIETT ST	ID: 108359-V000686
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: // Who: CDS
Violation #: 0683	Status: IN-COMPLIANCE	
Date Entered: 09/13/2011	First Letter Date: 09/13/2011	Citation Date: // Comply Date: 09/26/2011
Parcel 0087 01007	Owner: FANNIE E	CATLETT % HARRY CATLETT

Next Inspect: //	Location: 737 SOUTHERLAND ST	ID: 108623-V001127
Type: "A" (WEEDS)	How Received:	Last Inspect: // Who: CSB
Violation #: 0688	Status: FIRST NOTICE	
Date Entered: 09/27/2011	First Letter Date: 09/27/2011	Citation Date: // Comply Date: 07/01/2011
Parcel 0091 06029	Owner: STEVEN W	HARP

Next Inspect: //	Location: 279-281 KITTRELL ST	ID: 107117-V001158
Type: "A" (WEEDS)	How Received:	Last Inspect: // Who: CSB
Violation #: 0719	Status: IN-COMPLIANCE	
Date Entered: 09/01/2011	First Letter Date: 09/01/2011	Citation Date: // Comply Date: 09/12/2011
Parcel 0074 02036A	Owner:	ROGER & SUSAN SILVA

Next Inspect: //	Location: KITTRELL ST	ID: 107114-V001159
Type: "A" (WEEDS)	How Received:	Last Inspect: // Who: CSB
Violation #: 0720	Status: IN-COMPLIANCE	
Date Entered: 09/01/2011	First Letter Date: 09/01/2011	Citation Date: // Comply Date: 09/12/2011
Parcel 0074 02033	Owner: JULIAN H	FISHER

Next Inspect: 09/17/2011	Location: 212 CRAIG AVE	ID: 105063-V001160
Type: "A" (WEEDS)	How Received:	Last Inspect: // Who: CSB
Violation #: 0721	Status: FIRST NOTICE	
Date Entered: 09/30/2011	First Letter Date: 09/30/2011	Citation Date: // Comply Date: //
Parcel 0044 04002	Owner:	BRIAN STEVENSON

Next Inspect: //	Location: 225 BICKETT ST	ID: 105078-V001161
Type: "A" (WEEDS)	How Received:	Last Inspect: // Who: CSB
Violation #: 0722	Status: IN-COMPLIANCE	
Date Entered: 09/07/2011	First Letter Date: 09/07/2011	Citation Date: // Comply Date: 09/20/2011
Parcel 0044 05004	Owner: CHARLES	LASSITER

Nuisance Property Violations Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: / /	Location: 721 SOUTHERLAND ST	ID: 108620-V001168
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0729	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/13/2011	First Letter Date: 09/13/2011	Citation Date: / /
		Comply Date: 09/26/2011
Parcel 0091 06026	Owner: MICHAEL G	FREEMAN

Next Inspect: / /	Location: 1120 MAPLE ST	ID: 104367-V001169
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0730	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/13/2011	First Letter Date: 09/13/2011	Citation Date: / /
		Comply Date: 09/26/2011
Parcel 0028 02018	Owner: MINERVA F	MC GREGOR % HENRY FALKNER

Next Inspect: 09/23/2011	Location: 306 CHAVASSE AVE	ID: 104257-V001170
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0731	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/13/2011	First Letter Date: 09/13/2011	Citation Date: / /
		Comply Date: / /
Parcel 0027 03030	Owner: BARBARA A	EDWARDS

Next Inspect: 09/23/2011	Location: 622 MONTGOMERY ST	ID: 107288-V001171
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0732	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/13/2011	First Letter Date: 09/13/2011	Citation Date: / /
		Comply Date: / /
Parcel 0076 06017	Owner: TONY C	ELLIS

Next Inspect: / /	Location: 630 E. MONTGOMERY	ID: 107287-V001172
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0733	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/13/2011	First Letter Date: 09/13/2011	Citation Date: / /
		Comply Date: 09/26/2011
Parcel 0076 06016	Owner:	JADAN LLC

Next Inspect: 09/23/2011	Location: 115 CLARK ST	ID: 107317-V001173
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0734	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/13/2011	First Letter Date: 09/13/2011	Citation Date: / /
		Comply Date: / /
Parcel 0076 07007	Owner:	VISION OF HOPE INT'L, INC.

Nuisance Property Violations Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: / /	Location: 1134 WASHINGTON ST	ID: 106932-V001180
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0741	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/14/2011	First Letter Date: 09/14/2011	Citation Date: / /
		Comply Date: 09/27/2011
Parcel 0071 04005	Owner: BROOKSIE	HENDERSON

Next Inspect: 09/24/2011	Location: 522 HIGH ST	ID: 107761-V001181
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0742	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/14/2011	First Letter Date: 09/14/2011	Citation Date: / /
		Comply Date: / /
Parcel 0008 01029C	Owner: JOEL	TOWNES

Next Inspect: / /	Location: 523 HIGH ST	ID: 102817-V001182
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0743	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/14/2011	First Letter Date: 09/14/2011	Citation Date: / /
		Comply Date: 09/27/2011
Parcel 0021 01003A	Owner: THORNTON	JOHNSON JR

Next Inspect: / /	Location: 602 HIGH ST	ID: 107750-V001183
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0744	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/14/2011	First Letter Date: 09/14/2011	Citation Date: / /
		Comply Date: 09/27/2011
Parcel 0008 01023	Owner:	LARRY ROBERTS

Next Inspect: / /	Location: 841 ROOK ST	ID: 104435-V001184
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0745	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/14/2011	First Letter Date: 09/14/2011	Citation Date: / /
		Comply Date: 09/30/2011
Parcel 0029 01001	Owner: AMANDA R	DE CHIARA

Next Inspect: / /	Location: 916 ABBOTT ST	ID: 108491-V001185
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0746	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/14/2011	First Letter Date: 09/14/2011	Citation Date: / /
		Comply Date: 09/27/2011
Parcel 0009 01010	Owner: CATHERINE M	REAVIS

Nuisance Property Violations Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: / /	Location: 1753 OLD NORLINA RD	ID: 105059-V001192
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0753	Status: IN-COMPLIANCE	Who: 0
Date Entered: 09/20/2011	First Letter Date: 09/20/2011	Citation Date: / /
		Comply Date: 10/03/2011
Parcel 0044 03003	Owner:	KENNETH L. BROOKS

Next Inspect: 09/30/2011	Location: 1757 NORLINA RD	ID: 105060-V001193
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0754	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/20/2011	First Letter Date: 09/20/2011	Citation Date: / /
		Comply Date: / /
Parcel 0044 03003A	Owner: DEBRA A	TERRY

Next Inspect: 09/30/2011	Location: 502 HORNER ST	ID: 110411-V001194
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0755	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/20/2011	First Letter Date: 09/20/2011	Citation Date: / /
		Comply Date: / /
Parcel 0022 01014	Owner:	LOU ELLEN TROY

Next Inspect: / /	Location: 419 HORNER ST	ID: 103594-V001195
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0756	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 09/20/2011	First Letter Date: 09/20/2011	Citation Date: / /
		Comply Date: 09/30/2011
Parcel 0022 06018	Owner: LOU E	TROY

Next Inspect: 09/30/2011	Location: 249 HORNER ST	ID: 104553-V001196
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0757	Status: SECOND NOTICE	Who: CSB
Date Entered: 09/20/2011	First Letter Date: 09/20/2011	Citation Date: / /
		Comply Date: / /
Parcel 0003 03013	Owner: WILLIAM R	BRODIE

Next Inspect: 09/30/2011	Location: 240 YOUNG AVE	ID: 104566-V001197
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0758	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/20/2011	First Letter Date: 09/20/2011	Citation Date: / /
		Comply Date: / /
Parcel 0003 04002	Owner:	ANNETTE STEPHENS

Nuisance Property Violations Report

Report for 09/01/2011 to 09/30/2011

Report Date 10/04/2011

Next Inspect: 10/07/2011	Location: 749 SOUTHERLAND ST	ID: 108627-V001204
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0765	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/27/2011	First Letter Date: 09/27/2011	Citation Date: / /
		Comply Date: / /
Parcel 0091 06032	Owner: DOUGLAS A FALKNER	

Next Inspect: 10/07/2011	Location: 902 ELM ST	ID: 108371-V001205
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0766	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/27/2011	First Letter Date: 09/27/2011	Citation Date: / /
		Comply Date: / /
Parcel 0087 03015	Owner: YELLOW BRICK ROAD INV LLC	

Next Inspect: 10/08/2011	Location: OLD EPSOM RD	ID: 100826-V001206
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0767	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/28/2011	First Letter Date: 09/28/2011	Citation Date: / /
		Comply Date: / /
Parcel 0100 01015	Owner: JOHN H FALKNER III	

Next Inspect: 10/08/2011	Location: MASON ST	ID: 100863-V001207
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0768	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/28/2011	First Letter Date: 09/28/2011	Citation Date: / /
		Comply Date: / /
Parcel 0100 02005	Owner: BEATRICE P. HARP	

Next Inspect: 10/08/2011	Location: 520 MASON ST	ID: 100874-V001208
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0769	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/28/2011	First Letter Date: 09/28/2011	Citation Date: / /
		Comply Date: / /
Parcel 0100 04012	Owner: MARIA LABRA	

Next Inspect: 10/08/2011	Location: 607 MASON ST	ID: 108399-V001209
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0770	Status: FIRST NOTICE	Who: CSB
Date Entered: 09/28/2011	First Letter Date: 09/28/2011	Citation Date: / /
		Comply Date: / /
Parcel 0088 01008	Owner: STUART & LINDA CLARK	



Henderson Fire Department

211 Dabney Drive
Henderson, North Carolina 27536
Phone: (252) 438-7315
Fax: (252) 438-1460

Daniel E. Wilkerson
Fire Chief

TO: RAY GRIFFIN, CITY MANAGER
FROM: DANIEL E. WILKERSON, FIRE CHIEF
DATE: OCTOBER 4, 2011

A handwritten signature in black ink, appearing to read "D. Wilkerson".

FIRE SUPPRESSION AND RESCUE ACTIVITY REPORT FOR: SEPTEMBER, 2011

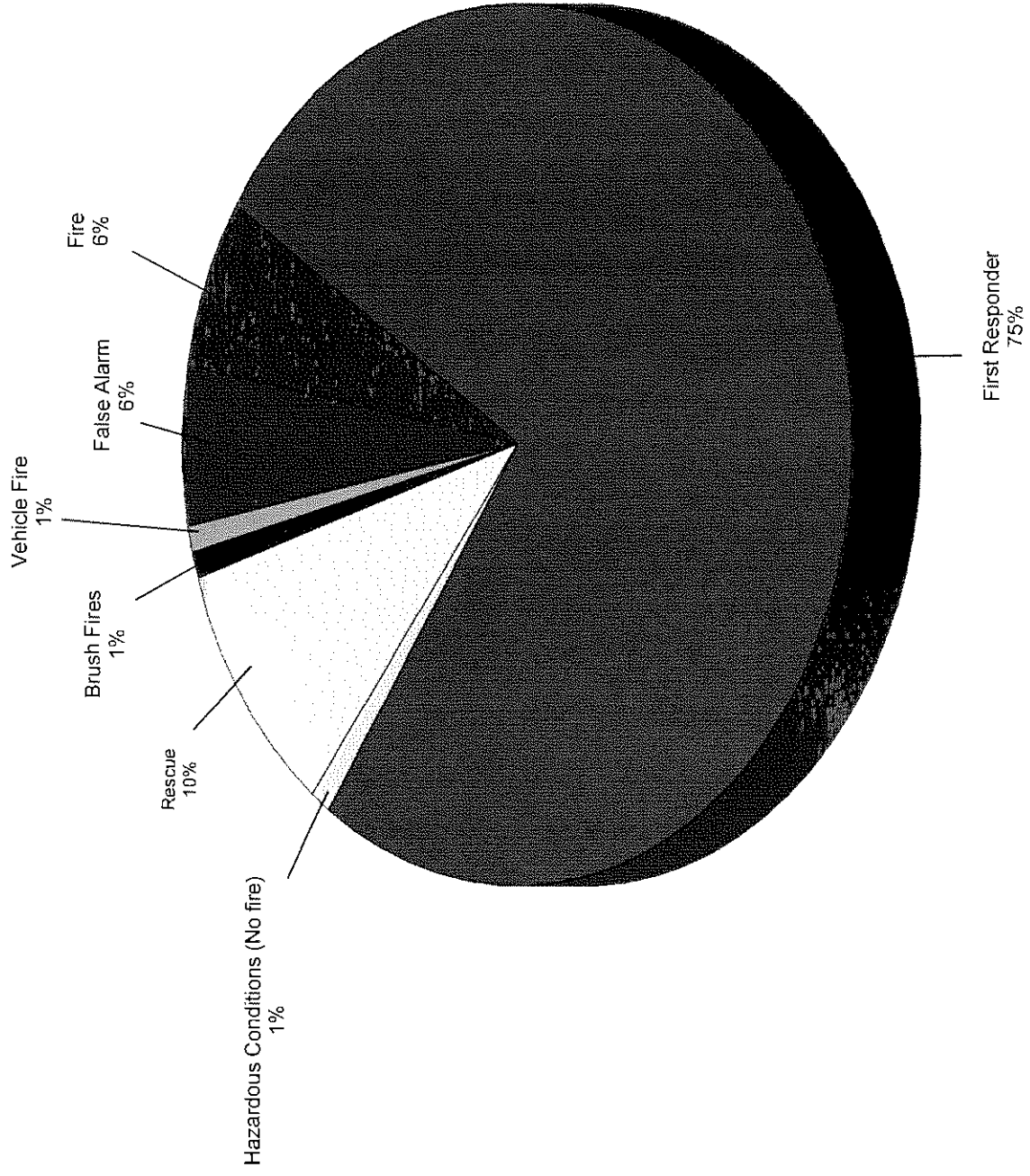
TYPE OF CALL	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
PRIVATE DWELLINGS (1 or 2 Family), Including Mobile Homes	6	3	56
APARTMENTS (3 or More Families)	1	1	12
HOTELS AND MOTELS	0	1	1
ALL OTHER RESIDENTIAL (Dormitories, Boarding Houses, Tents, etc.)	0	0	0
PUBLIC ASSEMBLY (Church, Restaurant, Clubs, etc.)	1	1	3
SCHOOLS AND COLLEGES	0	0	0
HEALTH CARE AND PENAL INSTITUTIONS (Hospitals, Nursing Homes, Prisons, etc.)	0	0	1
STORES AND OFFICES	0	0	4
INDUSTRY, UTILITY, DEFENSE, LABORATORIES, MANUFACTURING	0	0	0
STORAGE IN STRUCTURES (Barns, Vehicle storage Garages, General Storage, etc.)	0	0	0
OTHER STRUCTURES (Outbuildings, Bridges, etc.)	0	0	0
FIRES IN HIGHWAY VEHICLES (Autos, Trucks, Buses, etc.)	1	2	13
FIRES IN OTHER VEHICLES (Planes, Trains, Ships, Construction or Farm Vehicles)	0	0	0

FIRE OUTSIDE OF STRUCTURES WITH VALUE INVOLVED, BUT NOT VEHICLES (Outside Storage, Crops, Timber, etc.)	0	0	2
FIRES IN BRUSH, GRASS, WILD LAND (Excluding Crops and Timber) With No Value Involved	1	2	30
FIRES IN RUBBISH, INCLUDING DUMPSTERS (Outside structures), With No Value Involved	4	6	40
ALL OTHER FIRES	0	0	1
RESCUE	20	30	195
FIRST RESPONDER	156	176	1380
FALSE ALARM RESPONSES (Malicious or Unintentional False Calls, Malfunctions, Bomb Scares)	12	27	125
MUTUAL AID OR ASSISTANCE RESPONSES	0	0	6
HAZARDOUS MATERIALS RESPONSES (Spills, Leaks, etc.)	1	2	18
OTHER HAZARDOUS RESPONSES (Arcing wires, Bomb Removal, Power Line Down, etc.)	0	6	15
ALL OTHER RESPONSES (Smoke Scares, Lock-Outs, Animal Rescues, etc.)	1	2	20
TOTALS	204	259	1922

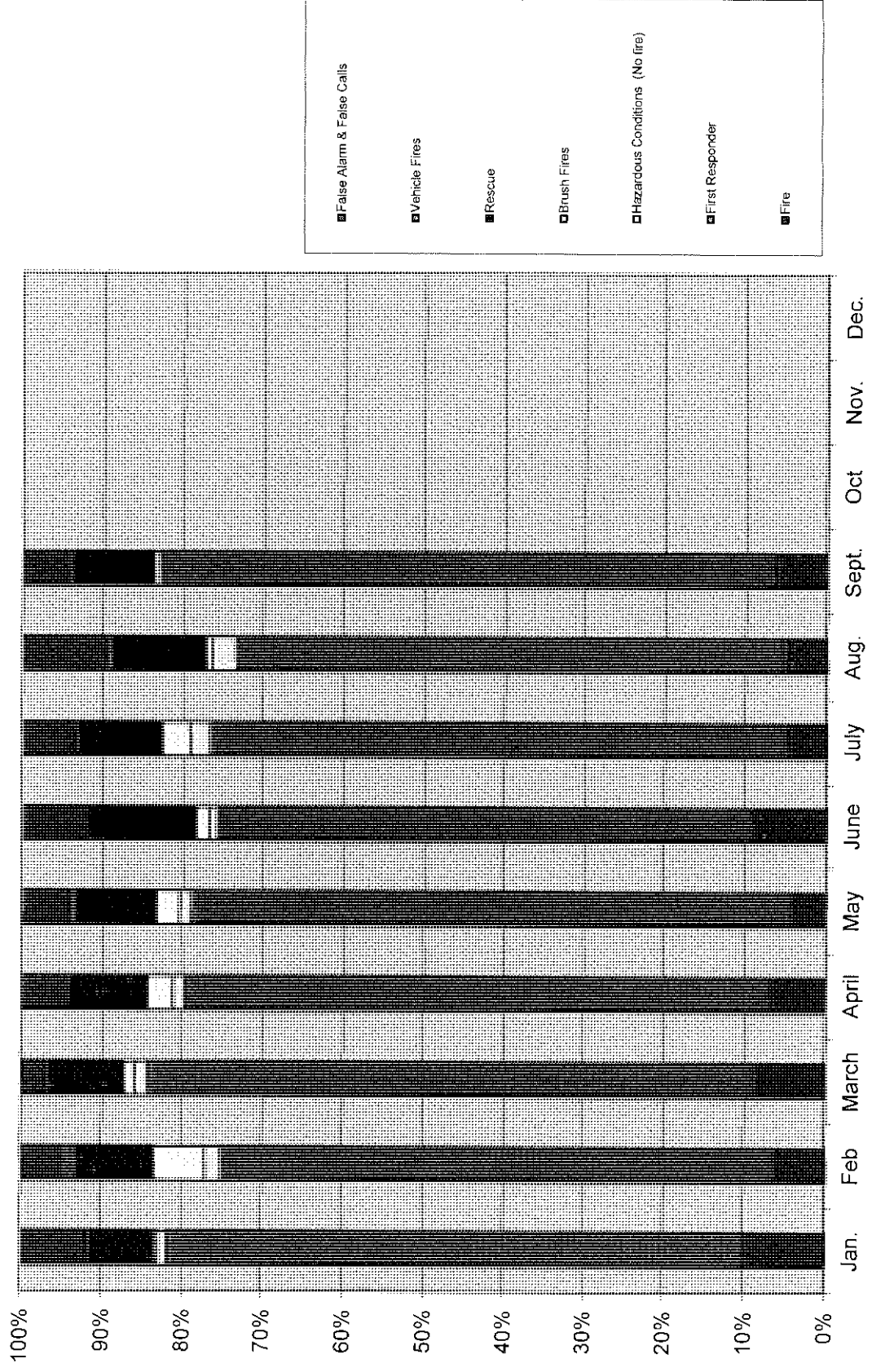
	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
Total Fire Incidents With Property and/or Contents Loss	3	5	67
Total of Property and Contents Value Saved	\$ 41,737.00	\$ 89,310.00	\$ 20,504,011.00

	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
FIRE CASUALTIES FIREFIGHTER-DEATH	0	0	0
FIRE CASUALTIES FIREFIGHTER - INJURIES	1	1	3
FIRE CASUALTIES CIVILIAN - DEATH	0	0	0
FIRE CASUALTIES CIVILIAN - INJURIES	0	0	7

Incident Summary For September 2011



YEAR TO DATE SUMMARY BY MONTH FOR 2011



INSPECTION ACTIVITIES REPORT FOR: SEPTEMBER, 2011

INSPECTIONS	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
ASSEMBLY	2	7	61
BUSINESS	24	24	208
EDUCATIONAL	0	1	6
HAZARDOUS	0	0	1
INDUSTRIAL	1	2	13
INSTITUTIONAL	1	0	1
MERCANTILE	7	13	71
RESIDENTIAL	1	0	20
STORAGE	1	1	4
DAY CARE	4	2	19
HOME CARE	0	0	0
FOSTER CARE	0	0	9
VACANT	1	1	83
TOTALS	42	51	496

	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
CODE VIOLATIONS	73	73	652
FOLLOW UP INSPECTIONS	19	15	113

FIRE PREVENTION MONTHLY ACTIVITY REPORT FOR: 2011

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
Service Calls to Residents	11	2	3	7	3	6	9	6	2				49
Smoke Alarms Installed	12	0	5	1	0	7	10	0	3				38
Batteries Installed in Smoke Alarms	13	8	5	20	7	13	31	13	2				112
Fire Extinguisher Classes	1	0	0	1	0	0	1	0	2				5
School / Daycare Presentations	1	0	2	2	6	1	1	0	1				14
Community / Civic Group Presentations	84	58	53	133	102	73	118	123	3				747
Station Tours	2	2	2	1	1	2	4	2	1				17
Total Participants in Fire & Life Safety Programs	258	57	342	1787	1168	128	194	1837	60				5831
Community / Business Displays	0	0	1	5	1	0	0	4	0				11
Child Safety Seat Clinics	0	1	0	0	0	1	0	0	0				2
Child Safety Seats Inspected	11	29	6	11	3	5	2	2	0				69
Child Safety Seats Distributed	4	12	4	6	1	2	0	2	2				33

MONTHLY CITATION REPORT FOR THE MONTH OF: SEPTEMBER 2011

LOCATION	CURRENT MONTH FIRE LANE	CURRENT MONTH HANDICAPPED	LAST MONTH FIRE LANE	LAST MONTH HANDICAPPED	YEAR TO DATE
Cardinal Plaza					0
Compare Foods					0
Crossroads Shopping Center					0
Dabney Shopping Center					1
Dabney West Mall					1
Golden Corral					0
Guardian Care					0
Henderson Mall					5
Henderson Square				1	7
Lowes/Hardware					0
Maria Parham Hospital			1	1	5
Market Place					2
Northside Plaza					1
Oak St					0
Rose's Norlina Rd					0
Staples					0
Vance County Courthouse					0
Vance Medical Arts Bldg					0
Vance Square					0
Village Square					0
Wal Mart		10		6	40
Walgreens					0
TOTALS	0	10	1	8	62

TRAINING DIVISION PRODUCTIVITY - SEPTEMBER 2011

Henderson Fire Department

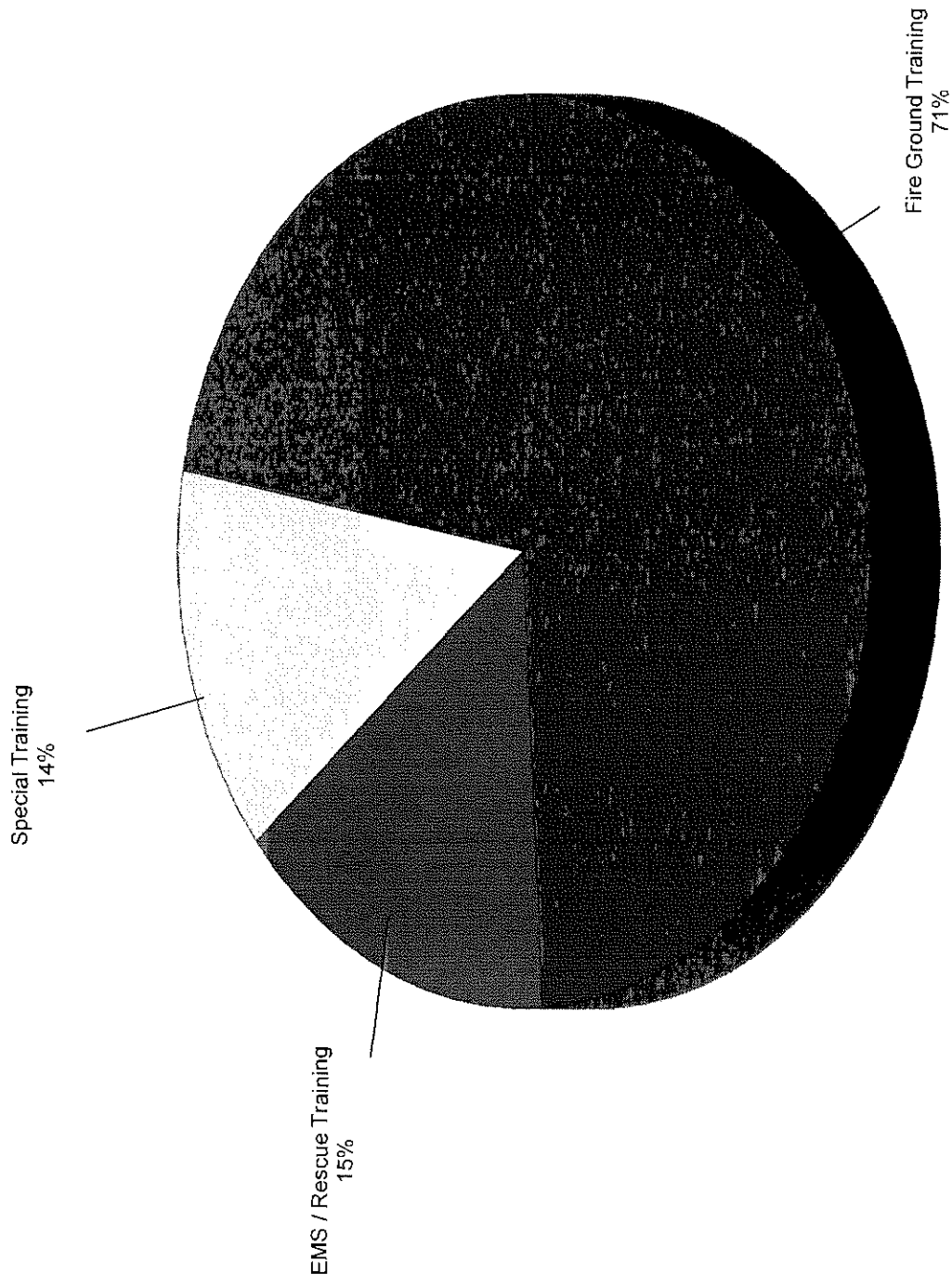
Types of Courses Taught	Course Hours Taught	Man-hours of Training
Fire Ground Training	88.5	610
EMS / Rescue Training	12	128
Special Training	42	118

Totals	142.5	856
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	Course Hours Taught	Man-hours of Training
PREVIOUS MONTH TOTAL	147.5	718.5

YEAR - TO - DATE TOTAL	1518	8251
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Training Hours by Category - September 2011



Fire Department Regulatory Compliance

The Fire Department has met all regulatory compliance items for the month of September 2011.