



AGENDA

Henderson City Council Regular Meeting

Monday, 12 December 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) 28 November 2011 Short Regular Meeting Minutes *[See Notebook Tab 1]*
- b) 28 November 2011 Work Session Meeting Minutes
- c) 9 December 2011 Special Called Meeting Minutes

VII. PUBLIC HEARING

- a) Consideration of Approval of Resolution 11-114, Requesting an Amendment to the A. L. Harris Estates Grant 06-C-1609 to Reduce the Benefit Requirement from Seven Homes to Two Homes. (CAF 11—149) *[See Notebook Tab 2]*
 - Public Hearing
 - Resolution 11—114

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—111, Awarding Contract with McGill Associates Relative to Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility; and Ordinance 11—62, FY12 Budget Amendment #25, An Amendment to the CIP Sewer Fund Henderson Water Reclamation Facility Improvements Project. (CAF 11—D—134) *[See Notebook Tab 3]*
 - Resolution 11—111
- b) Consideration of Approval of Ordinance 11—28, FY12 Budget Amendment #26, Establishing the Sanitary Sewer Rehabilitation Project/State Revolving Funds Capital Project Budget. (CAF 11—A—79) *[See Notebook Tab 4]*
 - Ordinance 11—28
- c) Consideration of Approval of Ordinance 11—74, Demolition of Garnett Street (Parcel 0002 05008A). (CAF 11—153) *[See Notebook Tab 5]*
 - Ordinance 11—74

- d)** Consideration of Approval of Resolution 11—118, Authorizing Execution and Approval of CSX Facility Encroachment Agreement No. CSX 691920; and Consideration of Approval of Ordinance 11—73, FY12 Budget Amendment #27, Amending Budget for Additional Fees for Spring Street Sanitary Sewer Replacement Required by CSX. (CAF 11—A—115) [See Notebook Tab 6]
- Resolution 11—118
 - Ordinance 11—73
- e)** Henderson-Vance Economic Development Commission Report on Recent Activities by Stuart Litvin. (No attachments)

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 Resolution 11—113, Officially Changing the Names of Hillcrest Street, Ashmont Drive and Barclay Road; and Ordinance 11—71, Modifying Chapter 7, Division 2, Stop Intersections to Change Street Names. (CAF 11—148) [See Notebook Tab 7]
- Resolution 11—113
 - Ordinance 11—71
- b)** Consideration of Approval of Ordinance 11—46, Modifying City of Henderson’s Code of Ordinances, Chapter 4, Relative to Elmwood Cemetery, and 2) Ordinance 11—66, Creating Chapter 4A to the City Code Relating to All Other Cemeteries in City Limits. (CAF 11—98) [See Notebook Tab 8]
- Ordinance 11—46
 - Ordinance 11—66
- c)** Consideration of Approval of Resolution 11—108, Authorizing the Mayor to Sign on Behalf of the City, a Supplemental Agreement Relative to the Beckford Drive Widening Project. (CAF 11—144) [See Notebook Tab 9]
- Resolution 11—108

XI. WORK SESSION

- a) Consideration of Approval of Resolution 11—70, Amending City Code Section 12-1, Providing for Appeal Rights Regarding the Fire Prevention Codes. (CAF 11—143) [See Notebook Tab 10]
 - Resolution 11—70
- b) Consideration of Approval of Resolution 11—112, Adopting the KLRWS 2007 Local Water Supply Plan. (CAF 11—147) [See Notebook Tab 11]
 - Resolution 11—112
- c) Consideration of Approval of Resolution 11—120, Supporting Urban Progress Zone Designation. (CAF 11—35) [See Notebook Tab 12]
 - Resolution 11—120

XII. 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 below.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;
- 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.

XIII. 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]*
 - Fire Department
 - 911

XII. ADJOURNMENT

City Council Minutes

Short Regular Meeting - DRAFT

28 November 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, Lonnie Davis, Jr., and George M. Daye.

ABSENT:

None.

STAFF PRESENT

City Manager Ray Griffin, City Clerk Esther McCrackin, Assistant City Manager Frank Frazier, Interim Finance Director C. B. "Butch" Watson, Planning Director Erris Dunston, Human Resources Director Cathy Brown, Engineering Director Peter Sokalski, Code Compliance Director Corey Williams, Henderson Water Reclamation Facility Director Tom Spain and Attorney Michael Satterwhite, representing City Attorney John Zollicoffer, Jr.

CALL TO ORDER

The 28 November 2011 meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:05 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 saying everyone was glad to see Council Member Davis in attendance. The Mayor also welcomed the 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. City Clerk McCrackin stated the City Attorney requests a Closed Session at the start of New Business, pursuant to G.S. 143-318-11(3) for an Attorney-Client matter. Motion was made by Council Member Rainey to approve the agenda with the addition of a Closed Session. Motion seconded by Council Member Inscoe and unanimously approved.

APPROVAL OF MINUTES

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Inscoe moved the approval of the following minutes: 14 November 2011 Regular Meeting. Motion seconded by Council Member Peace-Jenkins and unanimously approved.

PUBLIC HEARING

Amending Section 670B.5 of the Henderson City Zoning Code Increasing the Number of Permitted Electronic Gaming Operations per Establishment from Thirty-five (35) to One Hundred (100). *(Reference: CAF 11—137; Ordinance 11—63)*

City Manager Griffin asked Planning Director Erris Dunston to brief Council. Ms. Dunston stated to date, gaming operations have proven to be good citizens. In response for more terminals, the Planning Board recommends the zoning code for terminals be increased from thirty-five (35) to one hundred (100) per establishment. It also recommends there be 50 square feet of usable floor space per terminal and that establishments remain at least 750 square feet from any church, school or daycare.

Council Member Daeke asked for verification regarding the distance from schools, daycares and churches and asked if usable space included utility rooms. Ms. Dunston restated the square foot requirement for distance from schools, daycares and churches and said utility rooms are not considered usable space.

Council Member Coffey asked if the charge per machine would remain the same. Ms. Dunston said yes.

Council Member Rainey asked if one hundred (100) terminals is the maximum any one establishment could maintain. Ms. Dunston said one hundred (100) is the limit at this time.

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 Coffey asked how the City knows when terminals are added. Ms. Dunston stated each existing establishment must request an amended special use permit. City Manager

Griffin added the special use permit is aligned with the business permit. Council Member Daeke asked about establishments who add terminals without amending their permit. Ms. Dunston stated there is an annual inspection of each establishment.

Council Member Peace-Jenkins commented about how everyone was so against these establishments until they started bringing in dollars, and now thoughts have changed.

Mayor O'Geary asked again for the pleasure of Council.

Council Member Daeke moved the approval of Ordinance 11--63, *Amending Section 670B.5 of the Henderson City Zoning Code Increasing the Number of Permitted Electronic Gaming Operations per Establishment from Thirty-five (35) to One Hundred (100)*. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Davis and Daye. NO: Kearney. ABSENT: None (*See Ordinance Book 8, p. 329.*)

(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 address Council on agenda items.

CLOSED SESSION

Council Member Kearney moved for Council to convene in closed session pursuant to G.S. §143-318.11(a)(3) Attorney-Client Privilege Matter. Motion seconded by Council Member Daeke and unanimously approved. (*Council convened in closed session at 6:15 p.m.*)

Council Member Rainey moved for Council to re-convene into open session. Motion seconded by Council Member Kearney and unanimously approved. (*Council re-convened into open session at 6:50 p.m.*)

(Clerk's Note: Council Members Daye and Davis left at 6:35 p.m. Mr. Daye returned at 7:08 after taking Mr. Davis, who was feeling unwell, home.)

NEW BUSINESS

Granville County Water Contract Approval. (*Reference: CAF 11—151: Resolution 11—116*)

City Manager Griffin stated after several months of negotiations this contract is being brought to Council for consideration. He read Key Strategic Objective 3 (KSO) which Council established during the Annual Strategic Planning retreat which deals with *Enhanced Economic Development* and then asked Attorney Satterwhite to summarize the changes to the distributed original resolution and the resolution distributed during this meeting.

Attorney Satterwhite stated there were minor tweaks to the *First, Second and Third Resolves* within the Resolution, allowing the agreement to become effective if and when the City

Manager, Councilman Inscoe (on behalf of the entire Council) and the City Attorney are satisfied with the content of the agreement.

Mr. Griffin then asked Council Member Inscoe to brief Council on how the City reached this point.

Mr. Inscoe said based on the need for economic development, an agreement for Triangle North Economic Development Park (Park) is seen as a win-win situation for the four-county area. He said the forty (40) year agreement was drafted looking at both current and future values of water. Granville County understands water value will only increase in the future. Mr. Inscoe went on to say Granville County can resell this water for no more than 10% at any time and this agreement pertains to the Park only. The City of Henderson will be responsible for processing sewer/wastewater for the Park. As Chairman of the Kerr Lake Regional Water Advisory Board, Mr. Inscoe stated processing the sewer/wastewater will not overtax the system which currently functions at about one-half capacity. He also shared, if approved, this agreement will help offset the burden to citizens for the needed expansion/improvements of the regional water system facility.

(Clerk's Note: Council Member Coffey left the meeting at 7:03 p.m. and returned at 7:08 p.m.)

City Manager Griffin stated the Granville County Board is also meeting this evening to approve this agreement. He stated the core of the agreement is not in contention with either side.

Mayor O'Geary thanked Council Member Inscoe for his work with developing this agreement.

With no further discussion, Mayor O'Geary asked for the pleasure of Council.

Council Member Rainey moved the approval of Resolution 11—116, *Granville County Water Contract Approval*. Motion seconded by Council Member Daeke and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, and Kearney. NO: None. ABSENT: Davis and Daye. *(See Resolution Book 2, p 233.)*

Providing City Employees with an Appreciation One-time Wage/Salary Supplement as Provided for in the FY11-12 Budget, and Authoring a 2% Cost of Living Adjustment; and Ordinance 11—72, an Amendment to the FY 11-12 Budget, Budget Amendment #23. *(Reference: CAF 11—152; Resolution 11—117, Ordinance 11-72)*

City Manager Griffin stated for the first time in three years the General Fund is seeing an increase due to sales tax revenue and income from the gaming establishments. The City last offered a cost of living increase in 2008-2009. If approved, a 2% cost of living adjustment will be provided to all employees *except* any police officer who received a reclassification wage/salary adjustment in excess of 2% based on his/her 30 June 2011 wage/salary as provided for with the FY11-12 budget adoption. Any police officer who received a reclassification wage/salary adjustment less than 2% based on his/her 30 June 201 wage/salary will receive a cost of living adjustment in an amount that closes the gap between that increase and the 2% cost of living adjustment. This 2% cost of living adjustment will be effective 5 January 2012.

Mr. Griffin stated during the budget process Council approved a \$100 one-time supplement for employees during the holiday season. Again, because of the increase in funds, Mr. Griffin suggested this supplement be increased to \$125 per employee.

Council Member Coffey felt the \$125 supplement was insufficient and suggested \$200 or more per employee be considered by Council. She also said that since the police received a salary increase in July, their supplemental bonus should be less than other employees. Council Member Peace-Jenkins wondered how this could be balanced.

City Manager Griffin shared the dollar amount needed for the increase of \$25 per employee versus a \$100 increase and stated he has taken a conservative approach as anticipated revenue does not always materialize.

Council Member Coffey inquired about sources of revenue. Mr. Griffin stated the funds received from the sale of the old pump station were allotted to Code Compliance, as directed by Council during a prior meeting. There are several small parcels that are jointly owned with the County that may sell but will provide little dollar-wise.

Ms. Coffey again stated she felt \$125 was too little, especially for those employees who are out in all kinds of weather taking care of the City's infrastructure.

Council Member Kearney stated he was in favor of the bonus for all employees except the police officers.

Mr. Griffin stated he certainly appreciated Council's desire to increase the supplemental amount and reminded Council that they approved a \$100 supplement for every employee with FY11-12 budget.

Council Member Rainey said he appreciated the desire to provide more as every employee does an excellent job. However, not knowing the future, he felt a need to draw the line on the amount of the bonus. Council Member Daeke said he understood the value of the police raises but felt this is a special time of year for all and asked if there was some way to perhaps reduce the police portion so as not to exclude them.

Council Member Inscoe felt the 2% cost of living adjustment was admirable and was glad it could be fully funded for the next six (6) months, but wondered about the next fiscal year. He felt the \$100 or \$125 was being responsible for the future. He also asked that the Governing Body be excluded from the 2% cost of living adjustment.

After further discussion, it was agreed to give the 2% cost of living adjustment to all employees as recommended and to give \$200 to all except those reclassified who will receive \$100. The Governing Body will be excluded from the 2% increase and Council authorized the City Manager to bring back any amendments necessary to include these changes.

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

Council Member Coffey moved the approval of Resolution 11—117, *Providing City Employees with an Appreciation One-time Wage/Salary Supplement as Provided for in the FY11-12 Budget, and Authoring a 2% Cost of Living Adjustment; and Ordinance 11—72, an Amendment to the FY 11-12 Budget, Budget Amendment #23 as revised*. Motion seconded by Council Member Kearney and APPROVED by the following vote: YES: Inscoe, Peace-Jenkins, Daeke, Daye, Kearney and Coffey. NO: Rainey. ABSENT: Davis. (See Resolution Book 2, p 235; Ordinance Book 8, p 347)

2012 City Council Meeting Schedule. (Reference: CAF 11—150, Resolution 11—115)

City Manager Griffin stated this calendar is compiled as part of planning for the 2012 annual meetings and allowing for proper posting. He reminded Council that the calendar will be amended as other meetings are needed.

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

Council Member Kearney moved the approval of Resolution 11—115, *2012 City Council Meeting Schedule*. Motion seconded by Council Member Peace-Jenkins 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 231)

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

The City Clerk advised one citizen wished to address Council on non-agenda items.

Claiborne Woods, 717 North Piney Grove. Mr. Woods spoke to Council regarding the vandalism occurring at one specific school within the City limits. He stated he is on track to spend \$7,000 this year replacing broken windows in just this one school. Mr. Woods said if you see an officer while driving you slow down and he is asking for police assistance to help deter the vandalism. He felt warm weather and holidays contribute to vandalism.

Council Member Inscoe asked City Manager Griffin to ask the Police Chief to meet with Mr. Woods to lay a plan of action. Mr. Griffin said extra patrols have already been put in place and agreed to ask Chief Sidwell to arrange a meeting with Mr. Woods.

Mayor O’Geary thanked Mr. Woods for his concern.

REPORTS

Mayor/Mayor Pro-Tempore/Chairman Pro Tem - Council Member Rainey thanked everyone for their kind thoughts and deeds when his mother passed away.

City Manager - Mr. Griffin thanked Assistant City Manager Frank Frazier and Operations Division Manager Andy Perkinson and his team for the work they did under the US Rt. 1 Bypass bridge when an oversized truck damaged the pipe. Insurance claims are in the process. Mr. Griffin also shared there was a “routine” leak at Andrews and I-85 which was quickly repaired.

City Attorney - Attorney Satterwhite said City Attorney Zollicoffer will return to work on Wednesday following a brief holiday.

City Clerk - Reminded Council that United Way pledges are due December 5th.

ADJOURNMENT

Council Member Coffey moved for adjournment. Motion seconded by Council Member Kearney and unanimously approved. The meeting adjourned at 753 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin, City Clerk

City Council Minutes--DRAFT
Work Session
28 November 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, Engineering Director Peter Sokalski and Henderson Water Reclamation Facility Director Tom Spain.

CALL TO ORDER

The 28 November 2011 Work Session of the Henderson City Council was called to order by Mayor James D. O'Geary at 8:05 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 Peace-Jenkins moved the approval of the agenda. Motion was seconded by Council Member Rainey and unanimously approved.

WORK SESSION ITEMS

Modifying City of Henderson's Code of Ordinances, Chapter 4, Relative to Elmwood Cemetery, and 2) Creating Chapter 4A to the City Code Relating to All Other Cemeteries in City Limits. (Reference: CAF 11—98; Ordinance 11—46 and 11—66)

City Manager Griffin stated Assistant City Manager, Frank Frazier will present information on each Work Session item.

Mr. Frazier stated in an effort to keep Elmwood Cemetery neat and clean, along with working with the contractors for maintenance, the City ordinances were reviewed and the suggested changes are being presented this evening. Mr. Frazier said meetings were held with the local funeral directors who indicated they were in favor of the suggested changes. The Public Services department now utilizes a grave digging permit to insure the burial location is properly identified and that a proper deed is obtained. Mr. Frazier stated the fees are being removed from the ordinances and will be maintained on a separate fee schedule.

Council Member Rainey asked if Elmwood plots are purchased from the City. Mr. Frazier said yes. Mr. Rainey then asked if there is a charge for opening and closing a grave. Mr. Frazier responded that the funeral homes are responsible for this and payment goes to the funeral home.

Council Member Coffey asked who owns Blacknall Cemetery. After a brief discussion, Mr. Griffin stated the City Attorney researched ownership and found there is no way to obtain a clear title to Blacknall Cemetery. Because of the disrepair of the cemetery over the years, the City has taken on the grass cutting.

Council Member Kearney asked if the current fees are changing. Mr. Griffin said no.

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

Authorizing Mayor to Sign on Behalf of the City, A Supplemental Agreement Relative to the Beckford Drive Widening Project. (Reference: CAF 11—144; Resolution 11—108)

Assistant City Manager Frazier said this project began in 2008 and the process of obtaining the right of way/easements has been ongoing. Finally, finally, the design is completed for this project. Due to the timeframe that has elapsed, a supplemental agreement is needed to extend the completion deadline to 31 December 2012.

Council Member Daeke asked for verification that the project cost is approximately \$250,000. Mr. Frazier confirmed.

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

Officially Changing the Names of Hillcrest Street, Ashmont Drive and Barclay Road, and Modifying Chapter 7, Division 2, Stop Intersections to Change Street Names. (CAF 11—113; Resolution 11-113; Ordinance 11—71)

Assistant City Manager Frazier said Hillcrest Street was platted and recorded with 911 as such; however, citizens receive mail as Hillcrest Drive which is the name they would like to keep according to a letter and petition received by Mr. Frazier. Ashmont Drive and Barclay Road are part of the Carey Chapel Subdivision. They were platted by the developer but the 911 database reflects the addresses as Ashmont Lane and Barclay Lane (which has yet to be developed). To be consistent with E-911 and the official Powell Bill map, Council is being asked to approve these three street name changes.

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

Awarding Design Contract with McGill Associates Relative to Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility; FY12 Budget Amendment #25, An Amendment to the CIP Sewer Fund Henderson Water Reclamation Facility Improvements Project. (Reference: CAF 11—C--134; Resolution 11—111; Ordinance 11—62)

Assistant City Manager Frazier reminded Council that this issue has been discussed several times in the past. Since the last meeting Mr. Frazier contacted each Council Member and has tried to include all the information Council Members requested in this presentation. He stated McGill Associates came prepared with a short PowerPoint presentation which Council agreed to view. In a nutshell, Mr. Andy Levengood began with the overall Capital Improvement Plan (CIP) as background. He then reviewed the proposal showing flow charts indicating equipment/building currently obsolete, and what equipment/buildings could be utilized with the proposed design. Mr. Levengood also reviewed the process for keeping the plant operating during conversion.

Mr. Denny Martin, also from McGill, then discussed the financials of the project stating their (McGill's) goal is to obtain additional grants to help offset the project costs. Mr. Martin reminded Council that the loan currently approved is the best to be found and opened the floor for questions.

(Council Member Coffey left the meeting at 8:35 p.m. and returned at 8:40 p.m. Council Member Kearney left the meeting at 8:43 p.m. and returned at 8:45 p.m.)

Mr. Inscoe had the majority of questions and the end result was a request to McGill Associates to prepare a detailed cost analysis of the project to be received on 5 December 2011 for Council to review prior to the 12 December Regular Meeting. A special called meeting will be scheduled to review the information prior to the 12 December regular meeting.

There was no further discussion and this item will be presented at the next regular work session.

Update on Spring Street Sewer Project; Harriet Street Resurfacing Project: and Street Sweeper Truck. (Reference: CM 11—19)

Assistant City Manager Frank Frazier said the City has been waiting for a permit confirmation from CSX before beginning work under the railroad track on Spring Street. A verbal confirmation was received earlier today, so work will now move forward.

Quotes were to be submitted by 23 November 2011 for the Harriet Street overlay project and provided the quotes are reasonable, work should begin soon.

Lastly, Mr. Frazier said the street sweeper is in need of repairs and out of commission at this time. Staff believe an overhaul of the sweeper will keep it in service another five (5) years.

Council Member Coffey said staff is doing an excellent job with picking up leaves.

Council Member Daeke asked if there was some way of keeping leaves out of street gutters and off the streets.

City Manager Griffin said leaves are a perennial problem. Some cities require leaves to be bagged; others enforce a fine if piles of leaves are placed in the street. If Council desires, Mr. Griffin said staff could explore how other cities control this problem and suggested Council review possibilities after leaf season so citizens would have time to adjust to any new policy before next Fall.

Council Member Coffey felt bagging was the answer. Council Member Rainey said some streets do not have curbs and Council Member Kearney asked if the City would pick up leaves if they are on the property owners' side of the sidewalk.

Council Member Inscoe stated he receives more calls about leaves in storm drains than taxes. Council Member Daeke mentioned grass and weeds growing in the street and gutters. Mr. Inscoe suggested taking a shovel to these areas stating it would be easier to keep the street clean (less stress on the street cleaner) once these are removed.

This item will be brought to a future Council meeting.

Industry Drive Water Main Extension Update. (*Reference: CM 11—A—15*)

Assistant City Manager Frazier said the grant for this project expires 31 December 2011. There seems to be little desire for annexation on the part of the Industry Drive businesses. Mr. Frazier has met with representatives several times with no action.

Council Member Kearney asked if a cost benefit analysis would be helpful. Mr. Griffin stated the businesses create jobs but there is no way of knowing if employees live within city limits and/or if they spend dollars within the city.

After a brief discussion, it was the consensus of Council that if Industry Drive businesses want to be annexed, they should pay the costs.

This item will be brought to a future Council meeting.

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

ADJOURNMENT

Council Member Daeke moved for adjournment. Motion seconded by Council Member Peace-Jenkins and unanimously approved. The meeting adjourned at 9:27 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin
City Clerk

City Council Minutes

Special Called Meeting - DRAFT

9 December 2011

PRESENT

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

ABSENT

Council Members Lonnie Davis, Jr.,

STAFF PRESENT

City Manager Ray Griffin, City Attorney John Zollicoffer, City Clerk Esther McCrackin, Assistant City Manager Frank Frazier and Henderson Water Reclamation Facility Director Tom Spain.

CALL TO ORDER

The 9 December 2011 Special Called Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 12:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

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

NEW BUSINESS

Awarding Contract with McGill Associates Relative to Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility; and Ordinance 11—62, FY12 Budget Amendment #25, An Amendment to the CIP Sewer Fund Henderson Water Reclamation Facility Improvements Project. (Reference: CAF 11—D—134; Resolution 11—111)

City Manager Ray Griffin stated this work session was set to continue discussion regarding the improvements at the Water Reclamation Facility. He then asked Assistant City Manager Frank Frazier to present updated information.

Mr. Frazier introduced Andy Lovingood and Denny Martin from McGill Associates and also mentioned that the Henderson Water Reclamation Facility Director Tom Spain was in attendance, all of whom were in attendance to any questions that might arise.

(Clerk's Note: Council Members Daye and Peace-Jenkins arrived at 12:04 p.m.)

Mr. Frazier touched on several changes, including two contingency amounts: \$75,000 in general costs and \$40,000 for design changes after the design is deemed complete. Mr. Frazier then reviewed changes to several line items, stating \$300,000 was added for the portions of the plant which need to be demolished. At this point, he asked Council if they had any questions. There were no questions.

Mr. Denny Martin, McGill Associates, next addressed Council by reviewing the Proposed Rate Increases for the improvements (See last page of Ordinance 11-62). He reviewed the Options 1 and 2, and said the information has been updated since the March 2011 figures and said these updated figures currently benefit the City. Again, Council was asked if they had any questions. There were not questions.

City Manager Griffin then reviewed Budget Amendment # 25 (see Ordinance 11-62). He said the figures incorporated the full scope of the project.

Mr. Griffin then asked if there were questions regarding awarding the contract to McGill Associates.

Council Member Coffey asked about the costs related to the Disadvantaged Business Enterprise (DBE) contractors. Mr. Lovingood said advertising costs and paperwork compile the majority of the cost.

Council Member Inscoe asked if after the facility is completed if the City could be assured of a state-of-the-art, generic facility. Mr. Lovingood said the facility would definitely be state-of-the-art and future ready. It will also be less complicated and more automated to run on a daily basis.

Council Member Coffey asked about training on the new equipment. Mr. Lovingood stated yes, training would be provided, along with manuals.

Council Member Rainey asked if the new plant would affect the number of people in the department. Mr. Lovingood stated during the construction no City staff would be involved. McGill and the contractors are responsible. The new plant will come with a one year warrantee which should provide significant saving over the costs of running the current facility.

Council Member Inscoe asked if the City wanted to expand the facility by 50% is there enough land/area available. Mr. Lovingood said yes. Because of the permits already in place, requests for additional permits/changes should be fairly easy to obtain.

Council Member Kearney asked if McGill was given the go-ahead immediately, can they guarantee the timeline will be met. Mr. Lovingood said yes. He said they are prepared to have surveyors on-site within the next seven (7) days.

Minutes Book 42

Council Member Coffey inquired about the order of the design phase. Mr. Lovingood responded some items will run parallel and a lot of coordination is required but there is a specific order to be followed.

Ms. Coffey also asked whether the contingency dollars would be based per hour. Mr. Lovingood said the expectation is to complete the project in less than 24 months. If contingency dollars are used it would be on an hourly basis.

City Attorney Zollicoffer asked if any problems were anticipated with building on the same land as the existing facility. Mr. Lovingood said no. He felt the requirements could be met without any major snags as most of the construction would be behind the existing facility. Attorney Zollicoffer then asked if there would be any change in the facility's rating. Mr. Lovingood said no.

Council Member Inscoe noted the new facility should significantly reduce operating costs. Mr. Griffin stated the reduction in costs should provide relief to the overall debt service.

Council Member Kearney inquired about the overall savings. Mr. Martin, McGill Associates, stated conservatively about 25%.

Council Member Coffey asked about the change over from the old to new system. Mr. Lovingood said it is done regularly and is not normally difficult but it certainly had to be a coordinated effort.

Mr. Griffin advised this matter would be on the 12 December 2011 meeting agenda for action. He thanked members of Council for attending this Special Called Meeting.

Mayor O'Geary asked if there were any further questions.

ADJOURNMENT

Council Member Daeke moved for adjournment. Motion seconded by Council Member Peace-Jenkins and unanimously approved. The meeting adjourned at 12:35 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: 12 Dec 2011 Reg. Meeting

17 November 2011

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

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

RE: CAF: 11—149

Consideration of Approval of Resolution 11—114, Requesting an Amendment to the A. L. Harris Estates Grant 06-C-1609 to Reduce the Benefit Requirement from Seven Homes to Two Homes.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- **KSO 4.3:** Increase Home Ownership Opportunities Within the City.

Recommendation:

- Approval of Resolution 11—114, Requesting an Amendment to the A. L. Harris Estates Grant 06-C-1609 to Reduce the Benefit Requirement from Seven Homes to Two Homes.

Executive Summary

In 2006, the City of Henderson was awarded a housing development grant for the A. L. Harris Estates subdivision in the amount of \$195,881 for the purpose of installing infrastructure to seven lots of this subdivision. The requirement of the grant was for the developer, Gateway CDC, to build and occupy seven housing units for low to moderate-income families.

Due to the economic recession and the decline in the housing market, meeting this requirement is a true challenge. Currently there have been two houses constructed. We are asking the Department of Commerce Division of Community Investments to amend the grant requirement to two homes under the following conditions:

1. Each lot shall be used for single family residential purposes only.

2. The initial purchaser of each lot from Gateway CDC shall sign an affidavit that they intend to occupy said lot as their principal place of residence for a period of at least one year following the completion of the home on the same.
3. The initial purchaser of each of the said lots shall be a person whose family is of low or moderate income unless an exception is granted by the Community Investment and Assistance Division of the North Carolina Department of Commerce.
4. The above restriction shall be covenants running with the land of lots 3,4,5,6, and 7 and shall be binding on all owners and occupants of said lots to and until October 1, 2032.

Enclosures

1. Resolution 11—114

RESOLUTION 11—114

A RESOLUTION REQUESTING TO AMEND THE BENEFIT REQUIREMENT FOR THE A. L. HARRIS ESTATES GRANT: 06-C-1609

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

WHEREAS, this Resolution addresses one of the Key Strategic Objectives as follows: KSO 4-3: Increase Home Ownership Opportunities within the City; *and*

WHEREAS, City of Henderson was awarded a housing development grant in 2006 in the amount of \$195,881; *and*

WHEREAS, this grant was for the installation of infrastructure which includes water, streets, and sewer for seven lots in the A. L. Harris subdivision; *and*

WHEREAS, this grant initially required a benefit of seven occupied homes for low to moderate-income families; *and*

WHEREAS, due to the economic recession, only two homes have been completed and occupied; *and*

WHEREAS, Gateway Community Development Corporation has placed restrictive covenants on the remaining five lots, said covenants being more fully articulated in **Attachment A** to this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL that it does hereby request that the State Department of Commerce Division of Community Investments amend the Housing Development Grant 06-C-1609 requirements from seven housing units to two.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign all documents necessary to effect said amendments to the A. L. Harris Grant # 06-C-1609.

Approved on this the 12th day of December 2011 upon a motion by Councilmember** and seconded by Councilmember ** and **** by the following vote: YES: **. NO: **. ABSENT: **.

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk
Approved as to Legal Form

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

Resolution 11-114
Attachment A

Prepared by: Stainback, Satterwhite, Burnette & Zollicoffer, PLLC - John H. Zollicoffer, Jr.
115 N. Garnett Street, Henderson, NC 27536

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIVE COVENANTS

COUNTY OF VANCE

This Declaration of Restrictive Covenants made and entered into this the ____ day of October, 2011 by GATEWAY COMMUNITY DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, Gateway Community Development Corporation was the owner of Lots 1 through 9 (fronting on the southern and eastern portions of A. L. Harris Court) as shown on Final Subdivision Plat of A. L. Harris Division Phase II prepared by S. D. Puckett & Associates, Professional Land Surveyors dated December 9, 2008 and recorded in the Office of the Register of Deeds of Vance County in Plat Book "X" at Page 760, Vance County Registry; for further reference see Deed in Book 706 at Page 191; and

WHEREAS, Lots 1 through 7 of said subdivision were improved by a Community Development Block Grant from the North Carolina Department of Commerce, Community Investment and Assistance Division (CDBG Number: 06-C-1609) in the sum of \$195,881.00 in grant funds; and

WHEREAS, a condition of said grant was that the Gateway Community Development Corporation develop and sell said lots within a specified period of time; and

WHEREAS, Lots 1 and 2 in said subdivision have been developed and sold by Gateway Community Development Corporation, leaving a total of five lots covered by said grant which remain undeveloped at this time; and

WHEREAS, the Gateway Community Development Corporation has had difficulty in developing the remaining lots due to the economic conditions at this time and it appears that there is a possibility that said lots will not be developed by Gateway Community Development Corporation within the time limits specified by the Grant; and

WHEREAS, the North Carolina Department of Commerce's Community Investment and Assistance Division has requested Gateway Community Development Corporation to place additional Restrictive Covenants on Lots 3, 4, 5, 6 and 7 as shown in said subdivision as hereinafter set forth.

NOW THEREFORE, Gateway Community Development Corporation hereby places and imposes the following Restrictive Covenants on Lots 3, 4, 5, 6 and 7 as shown on plat recorded in Plat Book "X" at Page 760 as follows:

- (1) Each lot shall be used for single family residential purposes only.
- (2) The initial purchaser of each lot from Gateway Community Development Corporation shall sign an affidavit that they intend to occupy said lot as their principal place of residence for a period of at least 1 year following the completion of a home on the same.
- (3) The initial purchaser of each of said lots shall be a person whose family is of low or moderate income (to wit, less than \$26,500 per year for the family) unless an exception is granted by the Community Investment and Assistance Division of the North Carolina Department of Commerce (or any successor division thereto). This shall not be binding upon successor owners of the property after the initial purchaser from Gateway Community Development Corporation.
- (4) The above restrictions shall be covenants running with the land of Lots 3, 4, 5, 6 and 7 as shown on plat recorded in Plat Book "X" at Page 760, and shall be binding on all owners and occupants of said lots (where applicable) to and until October 1, 2032.

These restrictions and covenants running with the land shall be supplemental to any other restrictions heretofore placed upon Lots 3, 4, 5, 6, and 7 of the A. L. Harris Subdivision Phase II as recorded in Plat Book "X" at Page 760, provided that in the event of any inconsistency, the most restrictive covenant shall be controlling.

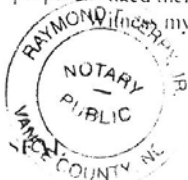
IN WITNESS WHEREOF, Gateway Community Development Corporation has hereunto caused this instrument to be signed and sealed all by authority duly given as of the day and year first above written.

CORPORATE
SEAL

GATEWAY COMMUNITY DEVELOPMENT CORPORATION

By: Juanita K. Serrano (SEAL)
_____(Vice) President

State of North Carolina County of Vance
I, Raymond T. Terry, Jr., a Notary Public for said County and State, do hereby certify that Juanita K. Serrano, being personally known to me, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in his/her capacity as _____ of Gateway Community Development Corporation, a North Carolina Corporation, for the purposes stated therein.



Raymond T. Terry, Jr.
Notary Public
My Commission Expires 9-29-12

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Dec 11 Reg. Meeting

21 November 2011

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

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

RE: CAF: 11-D-134

Consideration of Approval of Resolution 11—111, Awarding Contract with McGill Associates Relative to Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility; and Ordinance 11—62, FY 12 Budget Amendment #25, An Amendment to the CIP Sewer Fund Henderson Water Reclamation Facility Improvements Project.

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—111, Awarding Contract with McGill Associates Relative to Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility.
- Ordinance 11—62, FY 12 Budget Amendment #25, An Amendment to the CIP Sewer Fund Henderson Water Reclamation Facility Improvements Project.

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 approved on 24 October 2011. In order to continue to move along the schedule as determined by the Construction Grants & Loan Section, plans and specifications must be submitted by 1 June 2012 (See Attachment #4).

In the event the deadlines are not met, the City would lose funding and would have to reapply in future funding cycles. The only exception would be if the State asked for additional environmental items or other similar documents, and every attempt had been made to submit the information, but was not possible to complete on time. This would be the only type of situation in which the State would consider a request for an extension.

Resolution 11—103 was approved by the City Council on 26 October 2011, approving an exemption to the Mini Brooks Act. This allowed the City to begin negotiating a fee with McGill Associates to perform the design for the HWRF improvements. The Mini Brooks Act requires the State and all public subdivisions and local government units, except in cases of special emergency, to announce all requirements for architectural, engineering, surveying and construction management at risk services, 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 therefore to negotiate a contract for these services at a fair and reasonable fee with the best qualified firm. The next best qualified firm would be used if a reasonable contract could not be agreed upon.

The City Council requested information to be submitted with the proposed contract in order to compare fees of other Cities and/or agencies with similar projects. These comparisons are based on the design fees and estimated construction costs only and does not contain the overall project cost, construction/administration or inspection fees, as shown on the last page of attachment #4. Please see below:

<u>City/Town</u>	<u>Engineering Compensation</u>	<u>Cost of Construction</u>	<u>% Construction</u>
Hillsborough	\$1,560,800	\$17,000,000	9.18%
Columbus	\$ 249,250	\$ 2,750,000	9.06%
South Granville			
Water & Sewer Auth.	\$ 838,427	\$17,910,000	4.68%
Morganton	\$ 815,766	\$ 9,000,000	9.06%
Proposed City of Henderson Contract *	\$ 914,610	\$13,450,000	6.80%
* Figure includes Planning, Design, Permitting and Bid Award			

Design includes plans, specifications and the bidding phase. The bidding phase is separate from the curve but is typically \$5,000-\$30,000, depending on the scope of the project and the

construction phase in which there is a ceiling limit, but is normally based on an hourly schedule.

Attachment #4, which was originally supplied by Council Member Kearney prior to the Council meeting on the 14th of November, contains information relative to the history of the facility, more detailed information on the project components, engineering fees and tasks and additional fee comparisons of wastewater projects at other cities and water and sewer authorities.

As instructed by the City Council, further discussions have taken place with McGill Associates to further negotiate the contract and to include additional components of the contract for construction and post construction phase services.

Enclosures:

1. Resolution 11—111
2. Ordinance 11—62
3. Preliminary Engineering Report Approval
4. Facility History and Cost Components
5. Project Budget
6. Proposed Rate Increases

R E S O L U T I O N 11—111

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MCGILL ASSOCIATES TO PERFORM ENGINEERING SERVICES RELATIVE TO PLANNING AND DESIGN FOR 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 Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 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 Council authorized submission of an application on 14 February 2011 via Resolution 11-12, requesting State loan and/or grant assistance from the State Revolving Fund Grant/Loan; *and*

WHEREAS, the City received notice on 1 April 2011 that the project was found to be eligible to receive a low interest SRF Loan; *and*

WHEREAS, the Preliminary Engineering Report was submitted on time and approved by the State on 24 October 2011; *and*

WHEREAS, McGill Associates performed a CIP/Rate Analysis and is very familiar with the Clean Water State Revolving Loan fund and is familiar with the plant needs and process improvements so therefore was deemed in the best interest of the City to contract with McGill Associates and by Resolution 11—103, the project was approved for exemption from the Mini Brooks Act for selection of architects and engineers; *and*

WHEREAS, City staff met with McGill Associates and drafted a contract which is consistent with EPA's and Construction Grants & Loans allowable rates for consideration by the City Council.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Henderson, North Carolina, that it does hereby authorize the execution of an agreement for Engineering Services with McGill Associates and being more fully articulated in **Attachment "A"** to this Resolution.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the Agreement and other applicable documents as necessary to proceed with this work.

The foregoing Resolution 11—111, upon motion of Council Member _____ and second by Council Member _____, and having been submitted to a roll call vote received the following votes and was _____ on this the ____ day of _____ 2011:
YES: . NO: . ABSTAIN: . ABSENT: .

James D. O’Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

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

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ____ day of _____, 2011, by and between the **City of Henderson** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **Henderson Water Reclamation Facility Improvements** as generally described in Attachment "A" and the Engineering Report and Environmental Information Document (ER/EID) dated June 30, 2011, and revised August 22, 2011, and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder. The ENGINEER shall designate a representative to be the central point of contact with the OWNER during execution of the work included herein.
- 1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.
- 1.3 The ENGINEER shall obtain and furnish, or cause to be obtained and furnished, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.

- 1.5 The ENGINEER shall comply with all existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 PLANNING AND DESIGN PHASE

- 2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.
- 2.1.2 Complete a survey of the existing site to locate existing structures and provide topography of the proposed work area. Locate property boundaries of the City property. Locate property lines (boundary survey) of any tracts over which easements or other interests therein will be needed by the City for the Project, if any.
- 2.1.3 Coordinate and conduct initial coordination meeting(s) with the OWNER as needed for the purpose of establishing communication lines, meet with project team members, define project schedules and gather initial data and information from the OWNER.
- 2.1.4 Prepare planning documents including preliminary design, equipment selections, hydraulic profiles, process flow diagram and process sizing. All designs will be such that construction will not prevent the OWNER from continuously operating the treatment facilities in full compliance with all governmental regulations and parameters.
- 2.1.5 Perform site master planning and complete conceptual site structure layouts, grading and utility layouts.
- 2.1.6 Provide determinations of wetlands and/or jurisdictional waters on the project site in the areas where work is proposed.
- 2.1.7 Review preliminary designs with OWNER for concurrence and acceptance.
- 2.1.8 Coordinate the provision of any subsurface investigations by others, including assisting with solicitations, and preparing site maps identifying locations for testing.
- 2.1.9 Prepare complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project as determined in the Engineering Report. This work shall include following:
 - a. Process unit sizing and layout
 - b. Equipment selection and sizing
 - c. Process flow diagrams and hydraulic profiles
 - d. Site, grading, erosion control, stormwater, and paving plans

- e. Yard piping design and drawings
 - f. Civil drawings
 - g. Process drawings
 - h. Site details
 - i. Electrical design and drawings
 - j. Process and Instrumentation diagrams
 - k. Structural design and drawings
 - l. Architectural design and drawings, including plumbing and HVAC
 - m. Landscaping design and drawings
 - n. Technical specifications and bid documents
 - o. Prepare a design memorandum for the OWNER.
- 2.1.10 Preparation of final design calculations for submission to review agencies.
- 2.1.11 Review design documents described above with the OWNER for comments and approval throughout the design process, at a minimum of once per month during the design phase of the project.
- 2.1.12 Perform an internal quality control and constructability review of the project.
- 2.1.13 Prepare opinion of probable cost for plans upon submission to Construction Grants and Loans Section, and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate based on the final design documents.
- 2.1.14 Furnish two (2) hard copies and one (1) electronic copy of the final design documents to the OWNER.
- 2.2 PROJECT PERMITTING PHASE**
- 2.2.1 Prepare and submit permit application and supporting documents to NCDENR Construction Grants and Loans Section on or before June 1, 2012, to obtain the construction approval.
- 2.2.2 Prepare and submit permit application, supporting documents, and permit fees to NCDENR Land Quality Section to obtain the erosion and sediment control approval.
- 2.2.3 Prepare and submit permit application, related documents, and permit fees to US Army Corps of Engineers for the stream crossings.
- 2.2.4 Prepare and submit plans and supporting documents to local building inspections department for approval. Permit applications to be submitted by Contractor.
- 2.2.5 Respond to review agency comments and modify documents as necessary to achieve permit approval.

2.3 BIDDING AND AWARD PHASE

- 2.3.1 Assist the OWNER with outreach to Disadvantaged Business Enterprise (DBE) contractors in accordance with SB 914.
- 2.3.2 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.3.3 Schedule a Pre-Bid Conference with the all prospective bidders and the OWNER to address any bidding questions, and to allow the prospective bidders to visit the project site.
- 2.3.4 Assist the OWNER in the pre-qualification of equipment.
- 2.3.5 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.3.6 Coordinate funding, DBE, and award documentation with NCDENR Construction Grants and Loans Section. Complete Part B application as required for funding with CG&L.
- 2.3.7 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.3.8 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.

2.4 CONSTRUCTION PHASE

Upon successful completion of the Bidding and Award Phase, and upon written authorization from OWNER, ENGINEER shall:

- 2.4.1 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2.4.2 Provide a Construction Field Representative (CFR) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.
- 2.4.3 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 2.4.4 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
- 2.4.5 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 2.4.6 The total construction contract time is assumed to be eighteen (18) months. As part of this contract, field observation will be provided by a CFR on a full-time basis for fifteen (15) months and on a periodic basis for three (3) months. Additional CFR time beyond two thousand nine hundred ten (2,910) work hours will involve an increase in the payments to the ENGINEER under Section 6.
- 2.4.7 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 2.4.8 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
- 2.4.9 Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER, CG&L, and Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, CG&L, and Contractor
- 2.4.10 In company with OWNER's and CG&L's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- 2.4.11 Schedule eighteen (18) monthly construction progress meetings with the OWNER, Contractor, ENGINEER and all other applicable parties discuss matters related to the Project. Prepare and distribute minutes of the meeting to all parties.
- 2.4.12 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.4.13 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor,

and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- 2.4.14 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.4.15 Coordinate and track the start-up and commissioning of mechanical equipment associated with the project and other components of the treatment system. Additional site visits required due to work not being ready for start-up, or Contractor scheduling conflicts shall be considered additional services.
- 2.4.16 Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
- 2.4.17 Assist the OWNER in the selection and coordination of an independent geotechnical and materials testing laboratory to be provided at the OWNER's expense.
- 2.4.18 Require such testing of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 2.4.19 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.

2.5 POST CONSTRUCTION PHASE

- 2.5.1 Prepare for the OWNER a set of reproducible and one digital copy of record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished.
- 2.5.2 Provide or make available all Project files and information to effect project closeout.
- 2.5.3 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

- 2.5.4 Prepare a complete set of operation & maintenance (O&M) manuals for the project and distribute three (3) copies to the OWNER. The O&M manuals shall be compiled from information supplied by each equipment vendor as a part of their respective submittals and compiled into a concise document for the future use of plant personnel. The O&M manual shall include a complete organized list of all mechanical equipment supplied for the project with a designated numbering system coordinated with the OWNER and a list of all supplies required as well as complete maintenance schedules.
- 2.5.5 Schedule and conduct a one year warranty review with the OWNER and Contractor following the start-up and commissioning of the wastewater treatment plant. This one year warranty review will be conducted during the 11th month of operation and will produce a complete listing of findings and required corrections.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types, which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The ENGINEER and OWNER agree that time is of the essence in order to meet funding application deadlines. As such, the OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. Such minor changes are only those that modify or alter design already established and accepted by OWNER. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER. Compensation for such minor changes shall be in accordance with Section 6.2.2 of this Agreement.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Planning Phase.
- 3.4 Additional or extended services during construction made necessary by prolongation of the construction contract, award of multiple contracts, or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.5 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.6 Providing Special Inspections not already included in Section 2.4, if required to meet City or County building requirements during construction of the project.
- 3.7 Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same General Conditions.
- 3.8 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.9 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

- 3.10 Additional services in connection with administering project funding.
- 3.11 Preparing easement maps or plats.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design, and construction of the Project.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.7 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.8 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.11 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Sections 1.3 and 2.2 of this Agreement.

- 4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.13 Bear all costs incident to compliance with the requirements of this Section 4, except where General Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum fees, inclusive of all reimbursable expenditures.

Site Surveying	\$19,265
Planning and Design Phase Services	\$823,860
Project Permitting Phase Services	\$32,105
Bidding and Award Phase Services	\$39,380
Construction and Post Construction Phase Services	\$500,000
Total Base Fee (Sections 2.1, 2.2, 2.3, 2.4 and 2.5)	\$1,414,610
Design Phase Contingency Allowance (not to exceed per 6.2.2)	\$40,000
Construction Phase Contingency Allowance (not to exceed per 6.2.3)	\$75,000

- 6.1.2 The ENGINEER shall invoice the OWNER no more than sixty five percent (65%) of the lump sum fee for Planning and Design Phase Services prior to meeting the milestone requirement in Section 2.2.1.
- 6.1.3 The parties agree that should the final total project costs total less than the original estimate of \$16,947,300.00, the ENGINEER's total fee, inclusive of contingencies, as a percentage of the original estimate, shall be applied, at that same percentage, to the lesser final total project cost. This reduction shall be made by a reduction in the ENGINEER's final payment.

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.
- 6.2.2 The OWNER and the ENGINEER agree to include a contingency allowance for additional services to accommodate minor changes in project scope, as

described in Section 3.1 of this Agreement, to allow the OWNER to direct the ENGINEER to move forward with such changes in a timely manner. The ENGINEER will only proceed with such changes at the direction of the OWNER, and will invoice the OWNER based on actual time spent and expenses incurred in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B". The parties agree that the budget established for such work shall be limited to \$40,000.

- 6.2.3 The OWNER and the ENGINEER agree to include a contingency allowance for additional services should there be an extension of the construction contract time beyond eighteen (18) months, but not to exceed twenty-four (24) months. Any such extension of the construction contract time shall be approved by the OWNER. Should the construction contract time exceed the eighteen (18) months, the ENGINEER will invoice the OWNER based on actual time spent and expenses incurred in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B". The parties agree that the budget established for such work shall be limited to \$75,000, up to a construction contract time of twenty-four (24) months. Further payment shall be made to the ENGINEER as Additional Services should the construction contract time exceed twenty-four (24) months.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for services rendered under this Agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER

shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing ten (10) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER, which permission shall not be unreasonably withheld, and shall entitle him to further reasonable compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 ESTIMATES

- 7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his estimates for cost for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost (related to materials furnished or services rendered by third parties) will not vary from cost estimates prepared by him.

7.4 INSURANCE AND CLAIMS

- 7.4.1 The ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Such insurance shall be provided by Insurer(s) satisfactory to the OWNER, and evidence of such insurance in the form of an industry-standard ACORD Certificate of Insurance satisfactory to the OWNER shall be delivered to the OWNER on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall require that the OWNER be given written notice at least Thirty (30) days in advance of any modification or termination of any insurance coverage.
- 7.4.2 AUTOMOBILE LIABILITY – Bodily injury and property damage liability insurance shall be carried covering all owned, non-owned, and hired automobiles for a limit of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence.
- 7.4.3 COMMERCIAL GENERAL LIABILITY – Bodily injury and property damage liability shall be carried to protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$2,000,000. This insurance shall include coverage for product / completed operations liability, personal and advertising injury liability, and contractual liability.
- 7.4.4 PROFESSIONAL LIABILITY – Insuring against professional negligence / errors and omissions on a claims-made basis with policy limits of \$2,000,000 per claim / \$2,000,000 annual aggregate.
- 7.4.5 WORKERS' COMPENSATION – Workers' Compensation Insurance coverage shall be carried meeting the statutory requirements of the State of North Carolina, even if the ENGINEER is not required by law to maintain such insurance. Said Workers' Compensation Insurance coverage shall have at least the following limits of Employer's Liability coverage - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.
- 7.4.6 EXCESS / UMBRELLA LIABILITY – Excess or Umbrella Liability coverage shall be carried providing coverage above the above stated limits of Automobile Liability, Commercial General Liability, and Workers' Compensation (Employer's Liability) in an amount of not less than \$3,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$3,000,000.

7.5 SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: _____
Andy C. Lovingood, PE
Principal

(SEAL)

CITY OF HENDERSON

ATTEST: _____
Esther J. McCrackin
City Clerk

By: _____
James D. O'Geary
Mayor

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____
Director of Finance

APPROVED AS TO FORM:

By: _____
John H. Zollicoffer, Jr.
City Attorney

ATTACHMENT "A"
PROJECT UNDERSTANDING
HENDERSON WATER RECLAMATION FACILITY IMPROVEMENTS

The Henderson Water Reclamation Facility (WRF) is permitted to treat and discharge 4.14 MGD of treated effluent to Nutbush Creek. During the Capital Improvements Planning process, the need for a major upgrade to the WRF was identified. The existing facility is in need of improvements including the replacement of processes and equipment with more modern processes at similar treatment capacities.

The existing facility and major processes were constructed originally in 1938 with major upgrades in 1962 and 1982. The WRF has not experienced a major upgrade since 1982, and is now in need of a major upgrade. The majority of the existing processes and equipment are in need of improvements or replacement. Operation and maintenance requirements and costs to keep pumps and equipment operable are cumbersome to the City. The project will remove aged equipment and processes from service such as the existing headworks, primary clarifiers, 2-stage trickling filters, secondary clarifiers, nitrification basins, pure oxygen system, buildings, pumps, controls, and other components.

Through meetings with staff and Council, it was determined that McGill Associates would prepare and submit a Clean Water SRF application to the Construction Grants and Loans Section (CG&L) of the NC DENR. The funding application for this project was subsequently determined eligible to receive a low-interest SRF loan in the amount of \$15,615,000, plus \$1,000,000 in principal forgiveness. The first milestone was to submit an Engineering Report and Environmental Information Document (ER/EID) to CG&L by July 1, 2011. CG&L's next milestone is to approve the ER/EID by December 1, 2011. The City's next milestone to remain eligible for SRF funding is to submit plans and specifications for permitting by June 1, 2012.

The proposed project generally consists of a new headworks facility, new influent pump station, new biological treatment process with oxidation ditches, final clarifier improvements, gravity belt thickening process, aerobic digester improvements, sludge holding tank modifications, pumps and controls rehabilitations, return activated sludge and waste activated sludge pumping improvements, administration and maintenance building improvements, SCADA system and controls, electrical, process piping, valves, and related appurtenances. New processes and equipment will replace outdated equipment that requires frequent and expensive repairs. The new process basins will simplify operations and eliminate safety hazards such as pure oxygen equipment, and the anaerobic digesters connected to the administration building. The proposed improvements do not involve an increase in the treatment capacity of the facility.

ATTACHMENT "B"
BASIC FEE SCHEDULE

April 1, 2010

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Senior Project Manager	\$155.00
Project Manager	\$135.00
Project Specialist	\$135.00
Financial Analyst	\$100.00
Senior Project ENGINEER	\$120.00
Project ENGINEER	\$105.00
Engineering Associate	\$ 85.00
Senior Engineering Technician	\$ 90.00
Engineering Technician	\$ 75.00
Senior Planner	\$100.00
Associate Planner	\$ 85.00
Property Specialist	\$ 65.00
Planner	\$ 70.00
Construction Services Manager	\$125.00
Senior Construction Administrator	\$100.00
Construction Administrator	\$ 80.00
Construction Document Coordinator	\$ 60.00
Administrative Assistant	\$ 60.00
Senior Construction Field Representative	\$ 75.00
Construction Field Representative	\$ 65.00
Surveying Services Manager	\$155.00
Survey Manager	\$105.00
Project Surveyor	\$ 90.00
Surveying Associate	\$ 75.00
Senior Survey Technician	\$ 65.00
Survey/GIS Technician	\$ 55.00
Survey Rodman	\$ 45.00
Electrical Services Manager	\$155.00
Firm Principal	\$180.00
Finance Officer	\$ 90.00
Senior CADD Operator	\$ 75.00
CADD Operator	\$ 65.00
Clerical	\$ 50.00
 I. EXPENSES	
A.	Mileage - \$0.65/mile
B.	Robotics/GPS Equipment - \$25/hr.
C.	Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.
 II. ASSOCIATED SERVICES - Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.	

ORDINANCE 11—62

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

**FY 2011—2012 Budget Amendment #25
AN AMENDMENT TO THE CIP SEWER FUND
Henderson Water Reclamation Facility Improvements Project**

WHEREAS, the City Council of the City of Henderson on July 10, 1995 adopted the Capital Improvements Projects-Sewer Budget; *and*

WHEREAS, the City Council established the Henderson Water Reclamation Facility Improvements Project via *Resolution 11-44* and *Ordinance 11-29* on 11 April 2011.

WHEREAS, it is necessary to amend this capital/grant project in order for it to proceed to the next level, the foregoing amendment being Amendment No. 1 to this Capital Project via Resolution 11-111 and Ordinance 11-62, and more fully articulated in *Attachment A* to this Ordinance.

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:

FUND: CIP SEWER PROJECT: Water Reclamation Facility Renovation Project Budget Created on 11 Apr 11		Ordinance 11-62 FY 11-12 Budget Amendment #25 Budget Amendment #1 to this Capital/Grant Project			
REVENUES		Approved 11-Apr-11	Current Budget	Amendment	Revised
Transfer from Cap Reserve Utilities Fund	44-444-4610-71	\$ 70,000.00	\$ 70,000.00	\$ (70,000.00)	\$ -
Transfer from Cap Reserve Utilities Fund	44-847-3690-71	\$ -	\$ -	\$ 402,300.00	\$ 402,300.00
State Revolving Loan	44-847-3660-01	\$ -	\$ -	\$ 15,615,000.00	\$ 15,615,000.00
State RFL Grant	44-847-3660-02	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
		\$ -	\$ -	\$ -	\$ -
Total		\$ 70,000.00	\$ 70,000.00	\$ 16,947,300.00	\$ 17,017,300.00
					\$ 17,017,300.00
EXPENDITURES		Approved 11-Apr-11	Current Budget	Amendment	Revised
Phase 1					
Admin, Permitting and Legal Fees	44-847-4610-01	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
Legal/Administrative	44-847-5102-00	\$ 2,000.00	\$ 2,000.00	\$ (2,000.00)	\$ -
Engineering Preliminary Engineering Report	44-847-5103-01	\$ 68,000.00	\$ 68,000.00	\$ (68,000.00)	\$ -
Preliminary Engineering Report	44-847-2230-02	\$ -	\$ -	\$ 68,000.00	\$ 68,000.00
Phase 2					
Engineering Design	44-847-2230-03	\$ -	\$ -	\$ 843,125.00	\$ 843,125.00
Engineering Permitting Administration	44-847-2230-04	\$ -	\$ -	\$ 32,105.00	\$ 32,105.00
Engineering Bidding & Award Phase	44-847-2230-05	\$ -	\$ -	\$ 39,380.00	\$ 39,380.00
Engineering Geotechnical	44-847-2230-06	\$ -	\$ -	\$ 110,000.00	\$ 110,000.00
Admin, Permitting and Legal Fees-design phase	44-847-4610-02	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00
Phase 3					
Construction Admin & Inspection	44-847-2230-10	\$ -	\$ -	\$ 500,000.00	\$ 500,000.00
Capital Outlay Reserve-not yet awarded	44-851-4990-99	\$ -	\$ -	\$ 13,575,000.00	\$ 13,575,000.00
Contingencies & Other					
Closing Fee-grant and loan administration	44-847-6700-01	\$ -	\$ -	\$ 355,190.00	\$ 355,190.00
Contingency	44-847-9990-10	\$ -	\$ -	\$ 1,357,500.00	\$ 1,357,500.00
Engineering Contingency	44-847-9990-20	\$ -	\$ -	\$ 115,000.00	\$ 115,000.00
Total		\$ 70,000.00	\$ 70,000.00	\$ 16,947,300.00	\$ 17,017,300.00
					\$ 17,017,300.00
Variance				\$ -	
Reference:		Notes:			
14 Feb 11: CAF 11-38; Res 11-12; MB 42, p		Authorized application for grant/loan			
11 Apr 11: CAF 11-70; Res 11-44, Ord 11-29; MB42, p		Approved PER work and established project ordinance: \$70,000			
10 Oct 11: CAF 11-134; MB42, p		Mini-Brooks discussion			
26 Oct 11: CAF 11-A-134; Res 11-103; MB42, p		Approved Mini-Brooks exemption			
14 Nov 11: CAF 11-B-134; Res 11-111; Ord 11-62; MB42, p		First budget amendment to Project Ordinance: \$1,033,900			
28 Nov 11: CAF 11-C-134, Ord 11-62, MB42, p		award of contract to McGill for engineering/design phase and establishing total project budget			
12 Dec 11: CAF 11-D-134, Ord 11-62, MB42, p		Phase 1 was Preliminary Engineering & legal/admin: \$70,000			
		Phase 2 is design engineering, permitting, bidding and project contract award: \$1,044,610			
		Phase 3 is construction and is estimated at \$14,075,000			
CG&L = Construction Grants & Loans from State of NC, DNER					

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 ***th day of _____ 20**: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

Reference: Minute Book 42, p.**

STATE OF NORTH CAROLINA - CITY OF HENDERSON

I, Esther 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—62 adopted by the Henderson, City Council in Regular Session on (Day) (Month) 20**. 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

Attachment A Ordinance 11-62 FY 11-12 Budget Ordinance Amendment #25

CIP Sewer – Henderson Water Reclamation Facility Improvements: Project Budget Amendment 1

This amendment is the first amendment to this capital project and provides for engineering design services for the next phase of the project at HWRF. The City received notice from the Construction Grants and Loans Section, DNER, that the improvements project for which it applied via Resolution 11-12 is eligible to receive a low interest SRF loan. An Engineering Report was required to be submitted by 1 July 2011. It was approved for funding by the State on 24 October 2011. In order to meet the next deadline of 1 June 2012, Planning, Design,

Surveying and other Geotechnical work must now be approved. Funding for this scope of work is reimbursable from loan proceeds; however, they are not reimbursable until such time as bids are received and the construction loan is closed. This would be sometime between 1 October 2012 and 31 December 2012. At this point in time, former Finance Director Wilkerson advised, prior to her departure, the City should be able to cash flow this project if the UV reimbursement were received. Said reimbursement has been received. Should cash flow become an issue during the project, City staff have consulted with a local lending institution, BB&T and short term funding would be available until the CG&L loan closes.

Prepared by: _____ Date: _____
Claiburn B. Watson, Interim Finance Director

Reviewed by: _____ Date: _____
Judith Woods, Accounting Supervisor

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



North Carolina Department of Environment and Natural Resources

Division of Water Quality

Beverly Eaves Perdue
Governor

Coleen H. Sullins
Director

Dee Freeman
Secretary

October 24, 2011

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

SUBJECT: Engineering Report Approval
City of Henderson
Water Reclamation Facility Improvements
Engineering Report
Project No.: CS370410-06

Dear Mayor O'Geary:

The Construction Grants and Loans Section of the Division of Water Quality has completed its review of the subject City of Henderson Water Reclamation Facility Improvements Engineering Report. The proposed project consists of major upgrades and process replacements to aging infrastructure at the City of Henderson's Water Reclamation Facility. The project will include the following components: new headworks facility, including screening and grit removal, new influent pump-station, 3-stage biological treatment system, final clarifier improvements, RAS/WAS pump station improvements, new sludge holding tank (for thickener), new gravity belt thickening, aerobic digester improvements, sludge holding tank modifications, administration and maintenance building improvements, pump replacements, piping and valves, and SCADA and electrical improvements. The proposed improvements do not involve an increase in the treatment capacity of the facility.

The subject engineering report for City of Henderson Water Reclamation Facility Improvements Engineering Report is hereby approved.

In accordance with G.S. 120-157.1 through 157.9, enacted on June 24, 2011, local government units with projects that require debt to be issued greater than \$1,000,000 that must go before the Local Government Commission must submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting this letter. Additionally, a copy should be submitted to Mark Hubbard of the Project Management Branch upon receipt of this approval letter.

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

The Honorable James D. O'Geary, Mayor
October 24, 2011
Page Number Two

Please note that the milestones below must be met to maintain assurance of funding under the Clean Water State Revolving Fund (CWSRF). In the event that any of these milestones are not met, you must reapply under the new, competitive priority system if you wish to seek CWSRF funding for this project. We will be accepting applications twice per year, and projects will be funded based on priority and availability of funds.

Plans and Specifications (P&S) must be submitted by:	June 1, 2012
Permitting and P&S approval must be completed by:	September 1, 2012
CG&L's Authority to Award must be issued by:	December 1, 2012
Construction contract(s) must be executed by:	January 2, 2013

If you have any questions concerning this matter, please contact Jessica Leggett of our staff at (919) 715-6225.

Sincerely,



Kim H. Colson, P.E., Chief
Construction Grants & Loans Section

jsl

cc: City of Henderson - Mr. Tom Spain, Water Reclamation Director
McGill Associates, PA - Joel Whitford, P.E.
DWQ Raleigh Regional Office
Jennifer M. Haynie, FEU Supervisor
Mark Hubbard, P.E., PMB Chief
Jessica S. Leggett
FEU/SRF

North Carolina Water/Wastewater Common Application Form

PROJECT BUDGET

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

Complete this 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	CWMIF	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

Facility History
Henderson Water Reclamation Facility Improvements

Date	Description of Upgrades
1938	Original facility: Bar screen, primary clarifier, anaerobic digester and sludge drying beds.
1962	Upgraded to 1.58 MGD capacity: Included new manual bar screen, grit removal, flow measurement, three (3) primary clarifiers, two (2) trickling filters, two (2) secondary clarifiers, chlorine contact tank, primary anaerobic digester, converted anaerobic digester to secondary anaerobic digester, sludge drying beds, and new administration building and laboratory.
1982	Upgraded to current 4.14 MGD capacity: Improvements included new manual bar screens, grit removal basin, three (3) primary clarifiers, new flow measurement system, samplers, two (2) trickling filters, four (4) secondary clarifiers, pure oxygen system tanks, oxygen generation system with liquid backup, four (4) tertiary dual media filters, two (2) chlorine contact tanks, chlorination system, post aeration, dissolved air floatation (DAF) sludge thickening, two (2) pure oxygen digesters, lime tower, chemical feed systems, and new maintenance facilities. New drying beds added. Second floor added to administration building and remodeled laboratory.
1990	Improvements included two (2) final clarifiers and a 1,000,000 gallon sludge holding tank. Several sludge drying beds were removed.
1994	Last Major Upgrade: Improvements included a mechanical bar screen and screw conveyor, flocculators for two (2) final clarifiers, an effluent return pump station to allow series operation of final clarifiers for phosphorus removal, new tertiary filter media, valve improvements, control system, UV disinfection, removal of chlorination system, a 1,000,000 gallon aerobic digester, caustic feed system, laboratory expansion, and removal of several sludge drying beds.
2011	UV disinfection system replacement and upgrade

Henderson Water Reclamation Facility

City of Henderson, North Carolina

Project Components

- New 42" influent sewer (600 LF) to replace existing 24" influent sewer on plant property
- New headworks with screening and grit removal
 - (2) mechanical fine screens, conveyor, and washer/compactor
 - (1) vortex grit unit and grit washer/classifier
- New submersible influent pump station with non-clog submersible pumps with firm capacity of 10.35 MGD
- New biological treatment system with (2) parallel trains. Each train includes:
 - Anaerobic basin with dual compartments and submersible mixers per train
 - Anoxic basin with submersible mixers per train
 - Oxidation ditch with mechanical aerators per train
- Upgrade existing final clarifiers
 - Replace clarifier mechanisms and weirs
 - Replace feed pumps for existing coagulant feed system
- Replace existing tertiary filter feed pumps and drives
- Upgrade existing RAS/WAS pump station (services Clarifiers #1 and #2)
 - Increase wet well size to allow sludge from suction lift RAS/WAS pump station
 - Replace (2) existing RAS pumps and existing WAS pump with (3) new RAS pumps in the dry-pit including piping modifications
 - New common force main for combined pumping of RAS and WAS to the new sludge thickening process and beyond to the biological treatment process
 - Actuated valve and flow meter to allow sludge wasting from the force main to the thickening system
- New gravity belt thickening
 - New sludge holding tank (100,000 gallons) to buffer sludge for thickening
 - New building with (2) 1.0-meter gravity belt thickeners to increase solids content
 - *Building sized to allow larger units as flows and biosolids needs increase*
 - New sludge transfer pumps to deliver sludge to the existing aerobic digester
- Upgrade existing aerobic digester with new aeration and mixing equipment to treat thickened sludge before disposal as a Class B product by Granville Farms
- Upgrade existing sludge holding tank
- New single-story administration building (2,500 SF) to include offices, document storage, training/conference facilities, restroom/locker rooms, and a break room. Budgeted at approximately \$150/SF (or \$375,000). (Note: Laboratory functions will remain within the existing building).
- New single-story shop maintenance building (3,500 SF) to include work area for large equipment, shop tool/equipment area, work bench spaces, tool storage area, supply

storage areas, office, and washdown area. Budgeted at approximately \$100/SF (or \$350,000).

- New site piping and valves as necessary
- Final grading, landscaping, and paving
- SCADA system upgrade including control system equipment and fiber optic backbone
- Electrical improvements including partial electrical equipment, such as switchboards and MCC's, to be replaced with new components, as well as the main and branch feeders.

Facilities to Remain

- Tertiary filters, building, piping, valves, and backwash pumps
- Post-aeration
- UV disinfection
- RAS/WAS (suction-lift) pump station that services Clarifiers #3 and #4
- Sludge loading pumps and station
- Laboratory functions will remain within the existing building
- Existing shop space will remain for equipment and material storage
- Standby power generator
- Electrical service

Facilities to be Abandoned (or demolition bid as alternates)

- 24" influent sewer (buried and aerial)
- Headworks including screen and grit structures
- Primary clarifiers
- Trickling filters and trickling filter pumps
- Secondary clarifiers
- Aeration/nitrification basin feed pumps
- Aeration/nitrification basin
- Pure oxygen bulk storage and generation system
- Lime silo
- Primary clarifier sludge pumps
- Dissolved Air Floatation (DAF) thickening system and pumps
- Dual digester system with (2) pure oxygen basins
- Primary and secondary anaerobic digesters and associated equipment

HENDERSON WATER RECLAMATION FACILITY IMPROVEMENTS
PLANNING, DESIGN, PERMITTING, AND BIDDING TASKS

Group	Task	Description	Task Fee	Group Fee
1		Site Survey - McGill Associates		\$ 19,265
	a	Set Ground Control and Field Survey Structures and Piping	\$ 9,990	
	b	Aerial Flights	\$ 3,500	
	c	Generate Topography	\$ 2,900	
	d	Prepare Base Drawings of Site Features	\$ 2,875	
2		Planning		\$ 111,050
	a	Meet with Asst. City Manager and WRF Director To Discuss Overall Project Expectations	\$ 2,140	
	b	Meet with WRF Director to Review Proposed Project and Existing Structures to Remain	\$ 1,840	
	c	Review Existing Plans	\$ 10,465	
	d	Develop Preliminary Treatment Basin Sizing	\$ 15,210	
	e	Design Team Field Reconnaissance	\$ 5,110	
	f	Prepare Conceptual Site Layout	\$ 9,700	
	g	Prepare Conceptual Site Grading Plan	\$ 6,505	
	h	Prepare Conceptual Utility/Piping Plan	\$ 8,510	
	i	Review Site Master Plan with WRF Director	\$ 1,420	
	j	Visit Equipment Installations with Client	\$ 4,385	
	k	Develop Process Flow Diagram	\$ 4,375	
	l	Hydraulic Calculations	\$ 20,875	
	m	Develop Hydraulic Profile	\$ 6,025	
	n	Design Progress Meetings with WRF Director (min. monthly)	\$ 14,490	
3		Mechanical Screens	\$ -	\$ 29,060
	a	Design Calculations	\$ 2,700	
	b	Design Memorandum	\$ 3,825	
	c	Process Unit Sizing and Layout	\$ 4,735	
	d	Equipment Sizing and Solicit Budget Pricing	\$ 1,125	
	e	Prepare Construction Drawings	\$ 14,440	
	f	Prepare Technical Specifications	\$ 2,235	
4		Grit Removal	\$ -	\$ 29,795
	a	Design Calculations	\$ 3,450	
	b	Design Memorandum	\$ 3,900	
	c	Process Unit Sizing and Layout	\$ 4,750	
	d	Equipment Sizing and Solicit Budget Pricing	\$ 1,200	
	e	Prepare Construction Drawings	\$ 14,470	
	f	Prepare Technical Specifications	\$ 2,025	
5		Influent Pump Station	\$ -	\$ 32,245
	a	Design Calculations	\$ 4,050	
	b	Design Memorandum	\$ 4,035	
	c	Pump Sizing and Layout	\$ 4,735	
	d	Pump Selection and Solicit Budget Pricing	\$ 1,125	
	e	Prepare Construction Drawings	\$ 16,065	
	f	Prepare Technical Specifications	\$ 2,235	
6		Biological Treatment Basin (Aerobic, Anoxic, Oxidation Ditch)	\$ -	\$ 58,685
	a	Design Calculations	\$ 6,900	
	b	Design Memorandum	\$ 5,340	
	c	Process Unit Sizing and Layout	\$ 11,740	
	d	Equipment Sizing and Solicit Budget Pricing	\$ 2,640	
	e	Prepare Construction Drawings	\$ 27,040	
	f	Prepare Technical Specifications	\$ 5,025	
7		Final Clarifier Improvements	\$ -	\$ 38,000
	a	Design Calculations	\$ 4,275	
	b	Design Memorandum	\$ 2,960	
	c	Process Unit Sizing and Layout	\$ 7,540	
	d	Equipment Sizing and Solicit Budget Pricing	\$ 1,800	
	e	Prepare Construction Drawings	\$ 17,975	
	f	Prepare Technical Specifications	\$ 3,450	
8		RAS/WAS Pumping	\$ -	\$ 44,075
	a	Design Calculations	\$ 4,650	
	b	Design Memorandum	\$ 4,620	
	c	Pump Sizing and Layout	\$ 8,940	

Group	Task	Description	Task Fee	Group Fee
	d	Pump Selection and Solicit Budget Pricing	\$ 1,920	
	e	Prepare Construction Drawings	\$ 20,450	
	f	Prepare Technical Specifications	\$ 3,495	
9		Sludge Thickening	\$ -	\$ 46,190
	a	Design Calculations	\$ 6,900	
	b	Design Memorandum	\$ 4,410	
	c	Process Unit Sizing and Layout	\$ 8,940	
	d	Equipment Sizing and Solicit Budget Pricing	\$ 1,920	
	e	Prepare Construction Drawings	\$ 20,525	
	f	Prepare Technical Specifications	\$ 3,495	
10		New Sludge Holding Tank	\$ -	\$ 28,585
	a	Design Calculations	\$ 5,445	
	b	Design Memorandum	\$ 1,125	
	c	Process Unit Sizing and Layout	\$ 4,735	
	d	Equipment Sizing and Solicit Budget Pricing	\$ 1,125	
	e	Prepare Construction Drawings	\$ 13,920	
	f	Prepare Technical Specifications	\$ 2,235	
11		Aerobic Digester Improvements	\$ -	\$ 29,885
	a	Design Calculations	\$ 2,925	
	b	Design Memorandum	\$ 3,900	
	c	Process Unit Sizing and Layout	\$ 4,750	
	d	Equipment Sizing and Solicit Budget Pricing	\$ 1,200	
	e	Prepare Construction Drawings	\$ 15,085	
	f	Prepare Technical Specifications	\$ 2,025	
12		New Building/Building Improvements	\$ -	\$ 47,290
	a	Meet with Architect and WRF Director to Refine Needs	\$ 2,270	
	b	Field Measurements of Existing Buildings	\$ 2,880	
	c	Develop Plans of Existing Buildings to be Modified	\$ 5,335	
	d	Develop Proposed Floor Plans and Building Types	\$ 9,655	
	e	Review Plans with WRF Director	\$ 2,270	
	f	Modify Plans based on Comments	\$ 5,735	
	g	Prepare Appendix B Summary for Building Review	\$ 1,730	
	h	Prepare Construction Drawings	\$ 11,005	
	i	Prepare Technical Specifications	\$ 6,410	
13		Electrical and SCADA Control Systems	\$ -	\$ 122,695
	a	Field Review of Existing System and Equipment	\$ 6,180	
	b	Develop Plans of Existing System	\$ 12,225	
	c	Develop Power and Control Routing and Distribution Scheme	\$ 4,250	
	d	Review Power Scheme with WRF Director	\$ 3,290	
	e	Coordinate Power Service with Electric Company	\$ 1,080	
	f	Design Calculations	\$ 8,500	
	g	Design Memorandum	\$ 3,575	
	h	Prepare P&ID Drawings	\$ 19,500	
	i	Equipment Sizing and Solicit Budget Pricing	\$ 5,025	
	j	Prepare Construction Drawings	\$ 35,150	
	k	Develop SCADA Control Scheme	\$ 10,930	
	l	Review SCADA Control Scheme with WRF Director	\$ 3,290	
	m	Prepare Technical Specifications	\$ 9,700	
14		Structural	\$ -	\$ 65,560
	a	Evaluate Existing Structures to Remain in Service	\$ 4,320	
	b	Prepare Recommendations for Needed Improvements	\$ 5,500	
	c	Review Recommendations with WRF Director	\$ 2,170	
	d	Design Calculations	\$ 9,300	
	e	Bouyancy Calculations	\$ 6,200	
	f	Design Memorandum	\$ 3,720	
	g	Prepare Construction Drawings	\$ 30,650	
	h	Prepare Technical Specifications	\$ 3,700	
15		Site Plans	\$ -	\$ 22,225
	a	Drainage and Erosion Control Calculations	\$ 4,220	
	b	Prepare Final Grading and Drainage Plans	\$ 12,330	
	c	Prepare Paving Plan	\$ 3,425	
	d	Prepare Technical Specifications	\$ 2,250	

Group	Task	Description	Task Fee	Group Fee
16		Yard Piping Plans	\$ -	\$ 38,750
	a	Design Calculations	\$ 7,675	
	b	Prepare Construction Drawings	\$ 17,300	
	c	Prepare Piping Profiles	\$ 11,825	
	d	Prepare Technical Specifications	\$ 1,950	
17		Internal QA/QC Review	\$ -	\$ 24,940
	a	Process Review	\$ 8,500	
	b	Constructability Review	\$ 13,090	
	c	Standards Review	\$ 3,350	
18		Geotechnical Investigation Coordination	\$ 7,210	\$ 7,210
19		Coordination of all Discipline Drawings	\$ -	\$ -
20		Prepare Sequence of Construction	\$ 9,795	\$ 9,795
21		Review Construction Plans with WRF Director	\$ 2,720	\$ 2,720
22		Prepare Bid and Contract Documents	\$ 5,575	\$ 5,575
23		Package Technical Specifications	\$ 5,875	\$ 5,875
24		Prepare Residuals Management Plan	\$ 3,300	\$ 3,300
25		Permitting		\$ 32,105
	a	Submit NCDWQ-CG&L Authorization to Construct Permit Application	\$ 14,050	
	b	Submit NCDWQ-LQS Erosion Control Plan Application	\$ 1,690	
	c	Submit Army Corps of Eng Permit Application	\$ 3,580	
	d	Submit Plans for Building Inspection Dept. Review	\$ 7,635	
	e	No-Rise Review & Certification for work in the Floodplain	\$ 5,150	
26		Final Bid Documents		\$ 20,355
	a	Final Review Meeting Asst. City Manager and WRF Director	\$ 3,380	
	b	Final Cost Estimate	\$ 16,975	
27		Bidding		\$ 39,380
	a	Bid Advertisement	\$ 1,780	
	b	Assist Owner with DBE Requirements	\$ 8,950	
	c	Prepare and Distribute Addenda	\$ 8,500	
	d	Conduct Pre-Bid Conference and Distribute Minutes	\$ 3,920	
	e	Conduct Bid Opening	\$ 1,170	
	f	Prepare Certified Bid Tabulation	\$ 2,350	
	g	Review Bids and Issue Recommendation of Award Letter	\$ 2,230	
	h	Prepare Conformed Contract Documents	\$ 6,025	
	i	Conduct Preconstruction Conference and Distribute Minutes	\$ 3,870	
	j	Notice to Proceed to Contractor	\$ 585	
Total			\$ 914,610	\$ 914,610

Summary

Site Survey	\$ 19,265
Planning and Design	\$ 823,860
Permitting	\$ 32,105
Assistance with Bidding	\$ 30,430
Assistance with Required DBE Outreach	\$ 8,950
Total Fee	\$ 914,610

Henderson Water Reclamation Facility

Total Project Budget (from SRF Application)

Total Construction Costs	\$	14,795,000
Total Project Costs	\$	16,947,300

Engineering Fees (% of Total Project Costs)

Site Surveying	\$	19,265	0.11%
Planning and Design Phase Services	\$	823,860	4.86%
Project Permitting Phase Services	\$	32,105	0.19%
Assistance with Bidding	\$	30,430	0.18%
Assistance with Required DBE Outreach	\$	8,950	0.05%
Construction Phase Services	\$	500,000	2.95%
Total Base Fee	\$	1,414,610	8.35%
Design Phase Contingency Allowance	\$	40,000	0.24%
Construction Phase Contingency Allowance	\$	75,000	0.44%
Total Fee including Contingency Allowances	\$	1,529,610	9.03%

Henderson Water Reclamation Facility
Engineering Fee Comparison

Project	Total Project Cost	Engineering Fee	%
Contentnea Metropolitan Sewerage District	\$ 14,952,000	\$ 950,000	6.35%
Tuckasegee Water & Sewer Authority - FINAL	\$ 14,349,991	\$ 1,211,200	8.44%
Town of Ahsokie	\$ 15,535,110	\$ 1,325,709	8.53%
City of Henderson (base)	\$ 16,947,300	\$ 1,414,610	8.35%
<i>(w/ contingency allowances)</i>		<i>\$ 1,529,610</i>	<i>9.03%</i>
City of Havelock	\$ 11,490,000	\$ 1,221,000	10.63%
City of Morganton	\$ 10,535,700	\$ 1,533,266	14.55%

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			\$ 1,420,000					\$1,420,000
Influent Pump Station			\$ 925,000					\$925,000
Oxidation Ditches and Anoxic Basins			\$ 4,700,000					\$4,700,000
Site Piping			\$ 750,000					\$750,000
Clarifier Improvements			\$ 770,000					\$770,000
RAS/WAS Pump Imp.			\$ 700,000					\$700,000
Pump Replacements / Demo			\$ 220,000					\$220,000
SCADA and Controls			\$ 340,000					\$340,000
Electrical Systems			\$ 1,180,000					\$1,180,000
New Buildings / Building Imp.			\$ 720,000					\$720,000
Sludge Thickening Imp. / Holding Tank			\$ 1,350,000					\$1,350,000
Convert Sludge Tank to Aerobic Digester			\$ 500,000					\$500,000
Construction Sub -Total	\$0	\$0	\$13,575,000	\$0	\$0	\$0	\$0	\$13,575,000
Contingency			\$ 1,357,500					\$1,357,500
Engineering Design, Bidding & Award, Contingency Allowance			\$ 863,240					\$863,240
Permitting			\$ 32,105					\$32,105
Land Surveying Costs			\$ 19,265					\$19,265
Easement Preparation								\$0
Closing Fee (if applicable)						\$ 332,300		\$332,300
Construction Admin/Observation			\$ 500,000					\$500,000
Grant and/or Loan Admin			\$ 22,890					\$22,890
Legal Costs			\$ 10,000					\$10,000
Other (geotech; materials testing; engr. contingency)			\$ 235,000					\$235,000
Administration Sub-Total	\$0	\$0	\$3,040,000	\$0	\$0	\$332,300	\$0	\$3,372,300
TOTAL PROJECT COST	\$0	\$0	\$16,615,000	\$0	\$0	\$332,300	\$0	\$16,947,300
Demolition			\$ 300,000					\$ 300,000

Updated: December 6, 2011

Page 4 of 5
 Version 09/10

CITY OF HENDERSON WATER & SEWER FUNDS PROPOSED RATE INCREASES FOR WWTP IMPROVEMENTS

	Current 2012	Year 1 2013	Year 2 2014	Year 3 2015	Year 4 2016	Year 5 2017	Year 6 2018	Year 7 2019	Year 8 2020	Year 9 2021	Year 10 2022	PERCENT CHANGE
OPTION 1 - SEWER RATE INCREASES												
Sewer Residential Inside 600 cu ft charge	\$37.98	\$37.98	\$37.98	\$37.98	\$38.74	\$39.51	\$39.91	\$40.31	\$40.71	\$41.12	\$41.12	8.3%
COMBINED WATER & SEWER CHARGES	\$49.85	\$49.85	\$49.85	\$49.85	\$50.61	\$51.38	\$51.78	\$52.18	\$52.58	\$52.99	\$52.99	6.3%
OPTION 2 - WATER & SEWER RATE INCREASES												
Water Residential Inside 600 cu ft charge	\$11.87	\$11.87	\$11.87	\$11.87	\$11.99	\$12.11	\$12.11	\$12.11	\$12.11	\$12.11	\$12.11	2.0%
Sewer Residential Inside 600 cu ft charge	\$37.98	\$37.98	\$37.98	\$37.98	\$38.36	\$38.74	\$38.94	\$39.13	\$39.33	\$39.52	\$39.52	4.1%
COMBINED WATER & SEWER CHARGES	\$49.85	\$49.85	\$49.85	\$49.85	\$50.35	\$50.85	\$51.05	\$51.24	\$51.44	\$51.63	\$51.63	3.6%

Pursuant to the City Council's request to evaluate the impact of the Wastewater Treatment plant's (WWTP) impact on the sewer fund's proposed rate increases over the next ten years, McGill Associates has updated the financial projections from the 2011 Water and Sewer Rate Study and Capital Improvements Plan. The City's FY 2012 budget was reviewed to determine the current status of the Water, Sewer and Regional Water funds. The proposed rate increases were updated to reflect information in those documents.

The above table depicts two options for funding the WWTP improvements and minimal capital outlays. Option 1 proposes exclusive use of sewer rates. Below each rate increase is a resultant monthly charge for an inside residential user of 600 cubic feet; the current sewer charge is \$37.98. Over the next ten years, this charge is projected to increase to \$41.12.

Option 2 proposes the merger of the water and sewer funds to utilize the larger base of water users. This would allow water revenue to fund sewer expenditures and decrease the magnitude of proposed sewer rates. The current inside residential water charge for 600 cubic feet is \$11.87. Over the next ten years under this option, water and sewer charges are projected to increase to \$12.11 and \$39.52 respectively.

Below are the assumptions related to the projections:

- The WWTP improvements shall be complete in December 2014.
- The improvements will yield a 25% reduction in operating costs.
- The improvements will be financed using a \$1 million State Revolving Fund grant and a \$15.615 million loan with a 20-year term.
- Annual water and sewer minimal capital outlays shall be \$250,000 and \$150,000 respectively.

These changes do not consider the inflation deficit in the funds or other capital improvements.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Dec 11 Regular Meeting

1 December 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-79**
Consideration of Approval of Ordinance 11—28, FY12 Budget Amendment #26,
Establishing the Sanitary Sewer Rehabilitation Project/State Revolving Funds
Capital Project Budget.

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 Ordinance 11—28, FY12 Budget Amendment #26, Establishing the Sanitary Sewer Rehabilitation Project/State Revolving Funds Capital Project Budget**

Executive Summary

The City Council approved Resolution 10—107 on 25 October 2010 authorizing acceptance of the State Revolving Fund Grant/Loan for a Sanitary Sewer Rehabilitation Project. A preliminary engineering report was required to be submitted on or before 3 January 2011. An engineering contract with O'Brien & Gere was approved by Resolution 10—117 on 22 November 2010 to perform the preliminary engineering report and the initial Project Budget was established on 13 December 2010 via Ordinance 10—82. The preliminary Engineering Report was approved by the State on 11 April 2011. A contract with O'Brien & Gere to perform the Engineering design and other components of the Plans and Specifications was approved by the City Council on 13

June 2011 via Resolution 11—52, but a budget amendment for the design and the balance of grant funds was not prepared beyond the original amendment for the preliminary engineering report. The plans and specifications have been submitted to the State and approval is expected on or before 1 March 2012. The project would then be advertised on or before 1 June 2012 with execution of the construction contract by 2 July 2012 for the project to proceed.

Ordinance 11—28 fully establishes the project budget and aligns it with the State Revolving Funds Grant/Loan award.

Enclosures:

1. Ordinance 11—28

ORDINANCE 11—28

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

**FY 2011—2012 Budget Amendment #26
AN AMENDMENT TO THE CIP SEWER FUND
Sanitary Sewer Rehabilitation Improvements Project: 044-851**

WHEREAS, the City Council of the City of Henderson on July 10, 1995 adopted the Capital Improvements Projects-Sewer Budget; *and*

WHEREAS, the City Council authorized the application for funding for this project via Resolution 10-83 on 23 August 2010 and accepted a \$1,000,000 State grant/loan via Resolution 10-107 on 25 October 2010; *and*

WHEREAS, the City Council established a limited, initial project budget for the Preliminary Engineering Report via Resolution 10-117 and Ordinance 10-82 on 13 December 2010; *and*

WHEREAS, it is necessary to amend this capital/grant project in order for it to proceed to the next level, the foregoing amendment being Amendment No. 1 to this Capital Project via Ordinance 11-28, and being more fully articulated in *Attachment A* to this Ordinance.

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:

FUND: CIP SEWER PROJECT: Sanitary Sewer Rehabilitation / SRF Project Budget Created: 13 Dec 11: C-5370410-05		Ordinance 11-28 FY 11-12 Budget Amendment #26 Budget Amendment #1 to this Capital/Grant Project			
REVENUES		Approved 13-Dec-10	Current Budget	Amendment	Revised
State Revolving Loan	44-444-4582-21	\$ 5,000.00	\$ 5,000.00	\$ (5,000.00)	\$ -
State RFL Grant	44-444-4582-22	\$ 5,000.00	\$ 5,000.00	\$ (5,000.00)	\$ -
State Revolving Loan	44-851-3660-01	\$ -	\$ -	\$ 500,000.00	
State RFL Grant	44-851-3660-02	\$ -	\$ -	\$ 500,000.00	
		\$ -	\$ -	\$ -	\$ -
Total		\$ 10,000.00	\$ 10,000.00	\$ 990,000.00	\$ -
					\$ 1,000,000.00
EXPENDITURES		Approved 13-Dec-10	Current Budget	Amendment	Revised
Preliminary Engineering Report	44-851-5102-98	\$ 10,000.00	\$ 10,000.00	\$ (10,000.00)	\$ -
Preliminary Engineering Report	44-851-2230-02	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
Engineering Design	44-851-2230-03	\$ -	\$ -	\$ 61,000.00	\$ 61,000.00
Engineering Construction Administration	44-851-2230-04	\$ -	\$ -	\$ 23,000.00	\$ 23,000.00
Engineering Construction Observation	44-851-2230-05	\$ -	\$ -	\$ 65,000.00	\$ 65,000.00
Capital Outlay Reserve--not yet awarded	44-851-4990-99	\$ -	\$ -	\$ 841,000.00	\$ 841,000.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Total		\$ 10,000.00	\$ 10,000.00	\$ 990,000.00	\$ 1,000,000.00
					\$ 1,000,000.00
Variance				\$ -	
Reference:		Notes:			
Res 10-83, 23 Aug 10		Approval to submit grant application			
Res 10-107, 25 Oct 10		Acceptance of State Revolving Loan/Grant in amount of \$1M--\$500k grant/\$500k loan			
Res 10-117 & Ord 10-82; 22 Nov 10 and 13 Dec 10		Award of Contract to O'Brien/Geer for Preliminary Engineering Report in amt of \$10k. Initial project budget established			
Res 11-52, CAF 11-79; 13 Jun 11		Approval of contract with O'Brien/Geer for design contract; budget amendment not presented			
Ord 11-28; CAF 11-A-79, 12 Dec 11		Approval of project budget--now aligned with Res 11-52. Project obligations to-date have been only for engineering. The reserve of \$990,000 is for construction that will be bid and awarded subsequent to project design, now underway.			

The foregoing Ordinance 11-28, 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 12th day of Decemberr 2011: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

Reference: Minute Book 42, p.**

STATE OF NORTH CAROLINA - CITY OF HENDERSON

I, Esther 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—28 adopted by the Henderson, City Council in Regular Session on 12 December 2011. 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

Attachment A
Ordinance 11-28
FY 11-12 Budget Ordinance Amendment #26

CIP Sewer – Sanitary Sewer Rehabilitation Project / SRF: Project 44-851:
Project Budget Amendment 1

This amendment is the first amendment to this capital project and provides for engineering design services for the next phase of the project as well as fully budgets remaining funds in a capital reserve account. Thus, this amendment aligns the project budget with the project grant award as previously approved by City Council. Capital reserve funds will not be expended until such time as the project has been bid and contracts awarded by City Council.

Prepared by: _____ Date: _____
(*position vacant*) Finance Director

Reviewed by: _____ Date: _____
Judith Woods, Accounting Supervisor

Reviewed by: _____ Date: _____
A. Ray Griffin, Jr., City Manager & Interim Finance Director

City Council Action Form

Office of City Manager
P. O. Box 1434
Henderson, NC 27536
252.430-5701



Agenda Item: _____

Council Meeting: 12 Dec.2011 Reg. Meeting

6 December 2011

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

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

RE: CAF: 11—153

Consideration of Approval of Ordinance 11—74, Demolition of Garnett Street.

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 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—74, Demolition of Garnett Street

Executive Summary

The structure located at Garnett Street (Parcel 0002 05008A) is owned by Deryl Von Williams and Reginald Hinton. Jimmy Lawrence and Betty Jean Lawrence are the beneficiaries of a Deed of Trust recorded in Vance County Register of Deeds listed in deed book 1031 page 587. The structure's roof is severely dilapidated with large open holes. As a result, structure is not weather proof and vegetation is growing through the holes within the roof.

Ms. Deryl Von Williams petitioned the Superior Court stating that the Lis Pendens was filed approximately 60 days after she requested a verbal 90 day extension. Ms. Williams requested that the Lis Pendens be void and a one year extension be granted so she could secure a loan to make the necessary repairs. The facts are, there was a 60 day period before issuing the Finding of Fact Order along with the Lis Pendens. The Abandoned Structure Code only requires 60 days to comply with the Order after hearing has been held. Ms. Williams was granted a total of 129 days to comply with the Abandoned Structure Code. On October 31, 2011, Judge Robert Hobgood denied Ms. Deryl Von Williams' motion to void the Lis Pendens and one year extension.

The structure meets the requirements of Section 21A (Abandoned Structure) of City Code. The proper enforcement procedures have been followed in accordance with section 21A and North Carolina General Statute's §160A-429,443 and 445. Mr. John Zollicoffer, City Attorney, has reviewed the enforcement process. Ordinance of Demolition needs to be adopted by the City Council to move in the next step of compliance.

Enclosures:

1. Ordinance 11—74
2. Pictures of Structures
3. Copy of Recorded Court Order

ORDINANCE 11—74

AN ORDINANCE DIRECTING THE CODE COMPLIANCE DIRECTOR TO REMOVE OR DEMOLISH THE STRUCTURE HEREIN DESCRIBED AS HAZARDOUS TO THE PUBLIC HEALTH, SAFETY, AND WELFARE AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, The City Council finds that all owners and parties of interest (whether known or unknown) in the structure described herein are the following (including spouses):

**Deryl Von Williams, Reginald Hinton: Laurie Bradsher Preddy, Trustee for
Jimmy Lawrence and Betty Jean Lawrence**

WHEREAS, The City Council of the City of Henderson finds that the structure described herein is hazardous to the health, safety and welfare of the residents of the City under the City Abandoned Structure Ordinance, and that all of the procedures of the Abandoned Structures Ordinance have been complied with; and

WHEREAS, the owners of this structure have been given a reasonable opportunity to bring the structure up to the standards of the Abandoned Structure Ordinance in accordance with G.S. 160A-443(5) pursuant to an order issued by the Code Administrator on **June 14, 2011** and the owners have failed to comply with the order; and

WHEREAS, the structure should be removed or demolished, as directed by the Code Administrator, and should be placarded by placing thereon a notice prohibiting use for human habitation;

NOW, “THEREFORE, BE IT ORDAINED by the City Council of the City of Henderson, that:

Section 1. The Code Administrator is hereby authorized and directed to place a placard containing the legend;

“This building is hazardous to the public health, safety and welfare; the use or occupation of this building for human habitation is prohibited and unlawful” on the structure located at the following address:

Garnett Street / Deed Book 1031 Page 587 Vance County Register of Deeds / Vance County Tax Parcel 0002 05008A) in the City of Henderson, N.C.

Section 2. The Code Administrator is hereby authorized and directed to proceed to remove or demolish the above described structure in accordance with his/her order to the owners thereof dated the **14th** day of **June 2011** and in accordance with the Abandoned Structures Ordinance and G.S. 160A-443.

Section 3. Upon completion of the required removal or demolition, the Code Administrator shall reasonably dispose of any merchantable materials and shall sell any merchantable materials of the structure and credit the proceeds against the cost of the removal or demolition. The Code Administrator shall certify the remaining balance to the Tax Collector. If a surplus remains after sale of the demolition, the Code Compliance Director shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided by G.S. 160A-446(6).

Section 4. The Cost of removal or demolition and any landfill fees associated therewith constitutes a lien against the real property upon which the cost was incurred. The amount of the lien shall be filed in the office of the County Tax Collector, and shall have the same priority and be collected in the same manner as the lien for special assessments in Article 10 of G.S. Chapter 160A.

Section 5. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be hazardous to the public health, safety and welfare.

Section 6. This ordinance shall become effective upon its adoption.

The foregoing Ordinance, 11—74, introduced by ***** and seconded by ***** on this the 12th day of December 2011, and having been submitted to a roll call vote, was approved by the following votes: Ayes: Noes:

Mayor James D. O'Geary

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney



FILED

STATE OF NORTH CAROLINA
COUNTY OF VANCE

2011 OCT 31 PM 3:43

GENERAL COURTS OF JUSTICE
SUPERIOR COURT DIVISION

11-M-111

COUNTY OF VANCE

VANCE CO., C.S.C.

CITY OF HENDERSON, NC

Plaintiff

BY: [Signature]

VS.

ORDER

DERYL VON WILLIAMS,
REGINALD HINTON, JIMMY S. LAWRENCE,
AND BETTY JEAN LAWRENCE
Defendants

THIS CAUSE coming on to be heard before the undersigned Judge presiding at the October 31st, 2011 Civil Session of the Superior Court of Vance County upon Motion to Void a Notice of Lis Pendens (and further a Response) filed by Deryl Von Williams and after hearing arguments of Counsel and reviewing the documents and exhibits filed herein the Court finds the following facts:

- (1) The Court has jurisdiction over this matter pursuant to N.C.G.S. 1-120.2
 - (2) That the Plaintiff in this matter is the City of Henderson, North Carolina (the County of Vance being inadvertently named as a Plaintiff but having no active role in the bringing of this action).
 - (3) That N.C.G.S. 160A-441 et seq authorizes the City to enact Ordinances whereby its officials can enforce minimum housing standards (including Ordinances providing for the demolition of certain abandoned structures).
 - (4) The City of Henderson adopted such an Ordinance relative to abandoned structures in Chapter 21A of the City Code.
 - (5) That N.C.G.S. 102.2 authorizes the City to enact Ordinances providing that a Notice of Lis Pendens can be filed with the Clerk of Superior Court relative to such minimum housing/abandoned structures proceedings.
 - (6) That Section 21A-12 of the Henderson City Code provides for the issuance and filing of such Lis Pendens.
 - (7) That the City of Henderson (through its Code Compliance Director) filed a Complaint and Notice of Hearing relative to the structure located on the property of the Defendants located on Garnett Street in the City of Henderson and designated as Vance County Parcel No. 0002 05008A, said Complaint and Notice of Hearing being dated March 30, 2011.
 - (8) A Copy of said Complaint and Notice of Hearing was served on Deryl Von Williams on March 31st, 2011.
 - (9) That copies of the Complaint and Notice of Hearing were further served on the other Defendants hereto.
 - (10) That the scheduled Hearing was held before the Code Compliance Director on April 14th, 2011 pursuant to said notice.
 - (11) That Deryl Von Williams personally appeared at said Hearing and requested a 90 day extension of time to bring the property into compliance.
- That the Code Compliance Director delayed entering his Findings of Fact and Order after said

hearing for over 60 days until the 14th day of June, 2011, which Order gave the Defendants (including Deryl Von Williams) until August 22, 2011 (or an additional 69 days) to repair or improve the structure so that it is no longer hazardous to the public's health, safety and welfare of the residents of the City pursuant to the City Code).

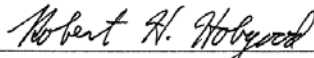
- (13) Thus the Defendants (including Deryl Von Williams) were allowed 129 days from the date of the Hearing to bring the property into compliance, although the City Code only required a minimum 60 day period for said purpose.
- (14) That the Notice of Lis Pendens herein was not filed by the City Code Compliance Director with the Clerk of Superior Court until June 13, 2011 (60 days after the date of the Hearing).
- (15) That the Notice of Lis Pendens together with the Findings of Fact and Order of the Code Compliance Director dated June 14, 2011 were duly served on the Defendants including Deryl Von Williams.
- (16) That the Findings of Fact and Order entered by the Code Compliance Director on June 14, 2011 set forth that appeals from said Order are provided in Section 21A-5(d)(a) of the City Code.
- (17) That no appeal was taken by any of the Defendants (including Deryl Von Williams) in accordance with said appeal procedure.
- (18) That on August 11, 2011, Deryl Von Williams filed a "Response" in the Superior Court to which the City of Henderson filed a "Reply" on September 12, 2011. That on October 24, 2011, Deryl Von Williams filed a "Motion to Void" the Lis Pendens.
- (19) The City of Henderson has followed the legal procedures set forth in the relevant Statutes and Chapter 21A of the City Code relative to the property of the Defendants.

UPON THE FOREGOING FINDINGS OF FACT, the Court concludes as a matter of law that:

- (1) The City of Henderson has followed the legal procedures set forth in the relevant Statutes and Chapter 21A of the City Code relative to the property of the Defendants.
- (2) The City of Henderson granted Deryl Von Williams and the Defendants reasonable time after the Complaint and Notice of Hearing was served and after the Hearing was held before filing its Notice of Lis Pendens.
- (3) The City of Henderson has granted Deryl Von Williams and the Defendants a reasonable opportunity to repair or improve the structure on the property to bring it into compliance with Chapter 21A of the City Code.
- (4) Deryl Von Williams' Response and Notice to Void should be denied.

UPON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW IT IS HEREBY ORDERED, that the relief sought by the Defendant, Deryl Von Williams, in her Response and further in her Motion to Void the Notice of Lis Pendens are denied.

This the 31st day of October, 2011.


Robert H. Hobgood, Judge Presiding

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Dec 11 Reg. Meeting

30 November 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-115

Consideration of Approval of Resolution 11—118, Authorizing Execution and Approval of CSX Facility Encroachment Agreement No. CSX 691920; and Consideration of Approval of Ordinance 11—73, FY 12 Budget Amendment #27, Amending Budget for Additional Fees for Spring Street Sanitary Sewer Replacement required by CSX.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 11—118, Authorizing Execution and Approval of CSX Facility Encroachment Agreement No. CSX 691920.
- Consideration of Approval of Ordinance 11—73, FY 12 Budget Amendment #27, Amending Budget for Additional Fees for Spring Street Sanitary Sewer Replacement required by CSX.

Executive Summary

During routine inspections of the sewer system along Spring Street (from the intersection of Spring Street and William Street to the intersection of Spring Street and Garnett Street), the City staff discovered the need for sewer pipe replacement and manhole rehabilitation. Informal bids were received and the contract was approved and awarded to Harris Equipment Company per Resolution 11-87 on 12 September 2011.

The project plans were then submitted, reviewed and accepted by CSX Transportation. However, CSX requires that the encroachment agreement and the authorizing signature must be approved by resolution.

In addition to the agreement, CSX has provided a “Statement of Fees” form for additional charges that were not originally included in the budget. The fees include insurance fees and a license fee for us (and or contractor) to perform work within their easement and right-of-way. Also, should flaggers become necessary, we are required to utilize CSX employees whose hours on the job will be reimbursed by the City. The cost for this service is not to exceed \$3,000. The budget amendment is necessary to complete the requirements of the encroachment agreement.

Enclosures:

1. Resolution 11—118
2. Ordinance 11—73

RESOLUTION 11—118

A RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF CSX FACILITY ENCROACHMENT AGREEMENT NO. CSX 691920

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

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

WHEREAS, the City Staff has found a significant problem with the existing sewer pipe along Spring Street; *and*

WHEREAS, the City Council approved a Contractor for the project via Resolution 11—87 on 12 September 2011; *and*

WHEREAS, CSX Transportation has approved the design plans for Spring Street to abandon the existing sewer line and replace with a new sewer line in a separate location as shown on the design plans; *and*

WHEREAS, CSX Transportation has provided a Facility Encroachment Agreement No. CSX 691920, being more fully articulated in **Attachment A** to this Resolution, that must be executed prior to any construction; *and*

WHEREAS, CSX Transportation has provided additional fees per the CSX Statement of Fees schedule (**Attachment B** to this Resolution) that requires additional funds to be allotted to the project per Ordinance 11—73.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the execution of the Facility Encroachment Agreement No. CSX 691920; *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—118, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote received the following votes and was ***** on this the *** day of ***** 2011: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk
Approved to Legal Form:

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

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of November 29, 2011, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF HENDERSON, a municipal corporation, political subdivision or state agency, under the laws of the State of North Carolina, whose mailing address is 134 Rose Avenue, Henderson, North Carolina 27536, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) existing sixteen inch (16") diameter pipeline crossing and manhole, solely for the conveyance of raw/treated sewage, the use of which will be discontinued, located at or near Henderson, Vance County, North Carolina, Florence Division, Norlina Subdivision, Milepost S-114.17;
2. One (1) eighteen inch (18") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Henderson, Vance County, North Carolina, Florence Division, Norlina Subdivision, Valuation Station 6024+23, Milepost S-114.16, Latitude N6.:32:36.48, Longitude W8.:40:64.33;
3. One (1) existing eight inch (8") diameter pipeline crossing and manhole, solely for the conveyance of raw/treated sewage, the use of the manhole only will be discontinued, located at or near Henderson, Vance County, North Carolina, Florence Division, Norlina Subdivision, Milepost S-114.17;
4. One (1) manhole at or near Henderson, Vance County, North Carolina, Florence Division, Norlina Subdivision, Milepost S-114.17;

hereinafter, collectively, called the "Encroachment," as shown on print(s) labeled Exhibit "B," attached hereto and made a part hereof; other details and data pertaining to said Facilities being as indicated on Exhibit "A," also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Facility Application Form and plan(s).

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of SIX THOUSAND AND 00/100 U.S. DOLLARS (\$6,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any

railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link: http://www.csx.com/share/wwwcsx_mura/assets/File/Customers/Non-freight_Services/Property_Real_Estate/Outside_Party_Number_Request_Form.pdf.

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 252-431-6115.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

[Signature Page to immediately follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate
(each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licenser:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF HENDERSON

By: _____

Who, by the execution hereof, affirms that he/she has
the authority to do so and to bind the Licensee to the
terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.



Statement of Fees

Resolution 11-118
Attachment B

Page
Account/Contract
Customer Project No.

1 of 1
CSX 691920

Date 11/29/2011

Customer

City of Henderson
Post Office Box 1434
134 Rose Avenue
Henderson, NC 27536

Fees - At - A - Glance

Amount Due \$ 4900.00

Fees Summary

Railroad Protective Liability Insurance Fee	\$	1500.00
General Liability Ins. Surcharge if applicable *See attached note	\$	750.00
One-Time License Fee	\$	6000.00
Project Coordination Fee	\$	150.00
Credit from Check # 60617	\$	-3500.00
Total Current Fees	\$	4900.00

News You Can Use

CSX Federal ID No.
CSX Canadian ID No.
CSX Quebec ID No.
Please remit payment to:

54-6000720
105203095 RC 0001
1022434469 IC 0001
CSX Transportation, Inc.
6737 Southpoint Drive S, J180
Jacksonville, FL 32216
Attention: Rene Kurth

Questions? Contact:

rene_kurth@csx.com
904.279-3860

If because of State Statute/Law you cannot meet the monetary coverage limits required in Section 10.1 of the Agreement, you must pay the total due listed on the Statement of Fees, which includes a 50% surcharge in the amount of \$750.00. If you can meet the monetary requirements of Section 10.1, you may reduce the total amount due by \$750.00. Payment of the surcharge does not waive Section 10.1, it only compensates for less than required monetary coverage. You will still need to provide insurance documentation in accordance with Section 10.1



Print Form
Reset Form

Mail To: CSX Transportation, Inc.
ATTN: Corridor Occupancy Services
500 Water Street, J-180
Jacksonville, FL 32202

Submittal Must Include Drawing(s) and Review Fee(s)

Resolution 11-118
Attachment B
FORM CSXT #A01 03/30/09
Page 1 of 2

APPLICATION FOR FACILITY/UTILITY INSTALLATIONS

Application Date: _____

CSXT File/Agreement Number: CSX691920

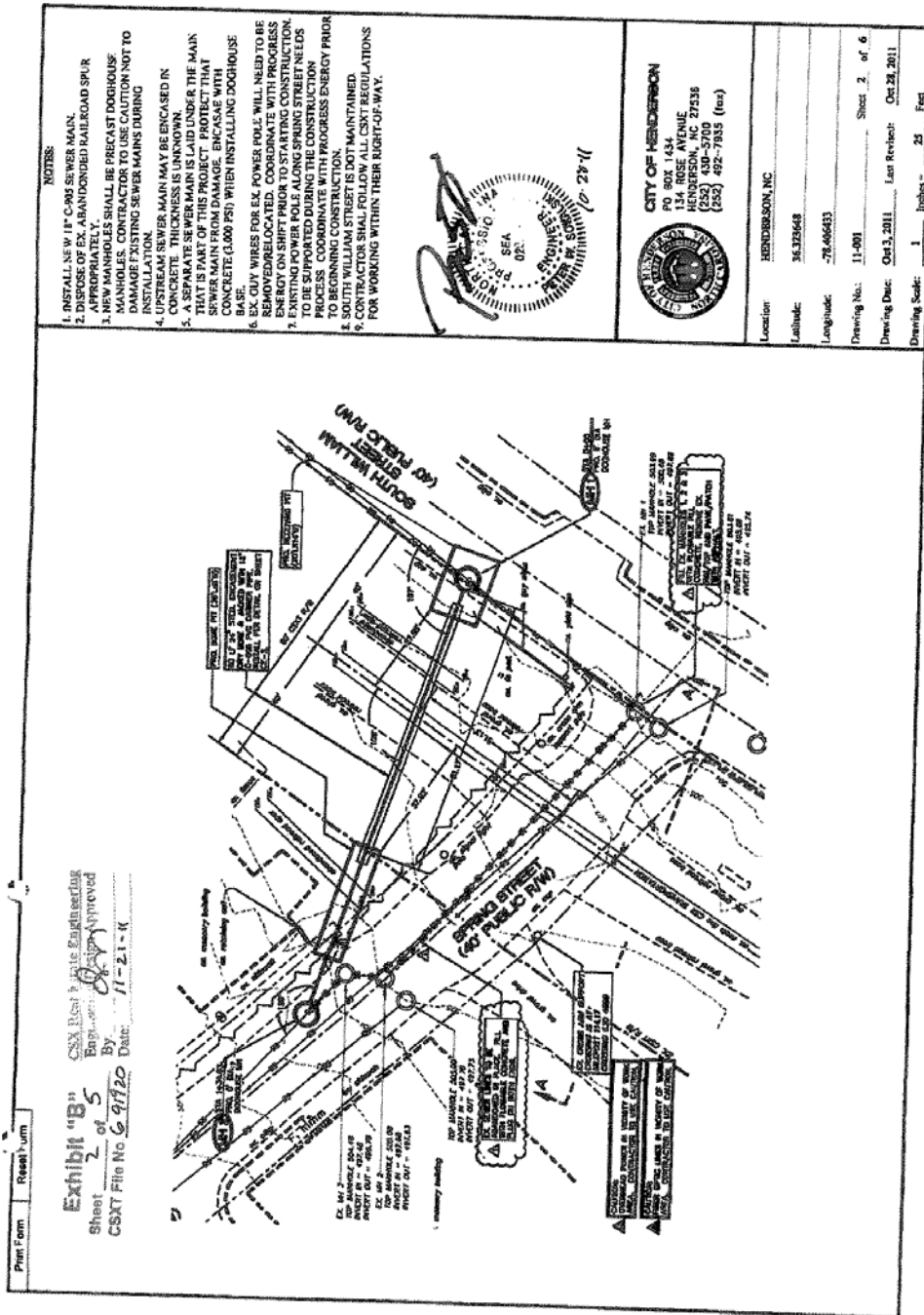
SECTION 1: FACILITY OWNER INFORMATION		TO BE COMPLETED BY APPLICANT	
Owner/Legal Company Identification (required)			
Owner's Complete Legal Company Name:	City of Henderson		
Legal Address (1):	134 Rose Avenue		
Legal Address (2):			
City:	Henderson	State:	NC
		Zip:	27536
Business Type:	☐ Corporation ☒ Municipality ☐ Limited Liability Company ☐ Limited Liability Partnership ☐ Limited Partnership ☐ General Partnership		
State of Incorporation:	Other Business Type - Describe:		
Billing Address			
☐ (Check box if same as above); if not, please complete below.			
Billing Address (1):	PO Box 1434		
Billing Address (2):			
City:	Henderson	State:	NC
		Zip:	27536
Owner Contact Information			
Contact Name:	Frank Frazier	Contact Title:	Assistant City Manager
Office Phone:	252-430-6703	Ext.:	
		Mobile Phone:	252-432-0444
Email:	ffrazier@ci.henderson.nc.us	Emergency Phone:	252-431-6115
SECTION 2: PROJECT CONTACT INFORMATION		TO BE COMPLETED BY APPLICANT	
☒ Check here if address is the same as legal address above. ☐ If not the same as above, check here if agreement should be mailed to this address.			
Project Engineer/Consultant/Agent Information			
Engineer/Consultant/Agent Company Name:	City of Henderson Engineering Department		
Contact Name:	Peter Sokalski	Exhibit "A"	
Mailing Address:	134 Rose Avenue	Sheet <u>1</u> of <u>2</u>	
		CSXT File No. <u>691920</u>	
City:	Henderson	State:	NC
		Zip:	27536
Office Phone:	252-430-6728	Mobile Phone:	252-426-5107
Email:	psokalski@ci.henderson.nc.us		



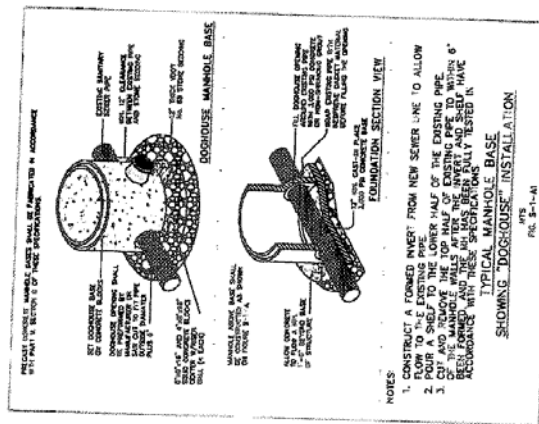
Application for Facility/Utility Installation

Resolution 11-118
Attachment B
FORM CSXT #A01 03/30/09
Page 2 of 2

SECTION 3: PROJECT INFORMATION/LOCATION		TO BE COMPLETED BY APPLICANT
Project Reference		
Is this covered by an existing CSX permit/agreement or master agreement: ☐ Yes Provide Agreement # and/or date: Enter if available from Esther. ☒ No		
Is this project related to another transaction/project with CSX: ☐ Yes Describe: ☒ No		
Provide utility owner project reference number:		11-001
Project Scope		
Check box to indicate type of installation request: ☐ New Installation Request ☒ Upgrade/Replacement/Relocation of Existing Facilities		
Will proposed installation connect to an existing facility within railroad corridor: ☐ Yes Provide name of connecting facility owner: ☒ No		
Check all boxes that apply to indicate type of installation request: ☒ Sub-grade ☐ Aerial		
If "Sub-grade," check all boxes that apply to indicate proposed method of installation: ☒ Jack & Bore ☐ Horizontal Directional Drill ☐ Other Describe:		
Project Description		
<i>Description / Scope (Include: purpose, scope of work, materials, equipment, geographic features, special conditions):</i>		
This project is due to a potential failure to the existing 16" DIP sewer pipe under Spring Street. This pipe serves the Sandy Creek sewer basin that contains flows from 300,000 GPD to upwards of 1.2 MGPD. This pipe is directly downstream of the force main connection into the gravity system. The ductile iron pipe is highly decayed and failure of the system is imminent. Based on TV of the sewer system, cracks in the pipe were observed with leaks flowing back into the pipe from the encasement when the pump station was cut off for inspections. Due to the importance and amount of flow through the existing system, the City of Henderson requested and obtained approval to go through express permitting by Ana McDowell (\$5,450 fee). The City is proposing the following activity: >Install new pre-cast doghouse manhole on existing system (just downstream of existing manhole). >Jack and bore under rail with 36" encasement pipe (18" C-905 carrier pipe) for approximately 80 LF. >Install new pre-cast doghouse manhole downstream on existing sewer line. >Once all connections are made and manholes sealed, break open existing pipes to allow for flow through new pipe system. >Close existing pipe and manholes with flowable fill concrete. >Remove rim and top, fill with concrete and asphalt to match finish grade in accordance with DOT specifications.		
Exhibit "A" Sheet <u>2</u> of <u>2</u> CSXT File No. <u>651920</u>		
Project Location		
City:	Henderson	County: Vance State: North Carolina
Will facility installation be located entirely within public road right-of-way: ☐ Yes Provide AAR/DOT Crossing Inventory Number of Road (posted at crossing): 630 488G ☒ No		



CSX 8000 Series Engineering
 By: [Signature]
 Date: 11-2-11
 CSXT File No. 691920
 Sheet 5 of 5
 Exhibit "B"



		CONSTRUCTION DETAILS for SPRING STREET SEWER MAIN REPLACEMENT SPRING STREET HENDERSON, NORTH CAROLINA	
CALL BEFORE YOU DIG 1-800-4-A-DIG	11-201	SCALE 1"=20' PROJECT # 6 of 6	DATE REV. 05/20/11 SHEET # 6 of 6
		CITY OF HENDERSON PO BOX 1434 134 ROSE AVENUE HENDERSON, NC 27536 (252) 483-7135 (252) 483-7135 (fax)	

ORDINANCE 11—73

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

**FY 2011—2012 Budget Amendment #27
AN AMENDMENT TO THE CIP SEWER FUND
Spring Street Sanitary Sewer Rehabilitation Project: 044-852**

WHEREAS, the City Council of the City of Henderson on July 10, 1995 adopted the Capital Improvements Projects-Sewer Budget; *and*

WHEREAS, the City Council established the Spring Street Sewer Rehabilitation Project via Ordinance 11-44 on 25 July 2011, and amended said project via Resolution 11-87 and Ordinance 11-55 on 12 September 2011; *and*

WHEREAS, it is necessary to amend this capital/grant project in order for it to proceed with finalizing encroachments from CSX Railroad, the foregoing amendment being Amendment No. 2 to this Capital Project via Ordinance 11-73, and being more fully articulated in *Attachment A* to this Ordinance.

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:

FUND: CIP Sewer, Utilities Reserve and Sewer Funds PROJECT: Spring St. Sewer Replacement: 44-852 Project created on 25 July 2011		Ordinance 11-73 FY 11-12 Budget Amendment #27 Budget Amendment #2 to this Capital/Grant Project			
SEWER FUND REVENUES		Approved 25-Jul-11	Current Budget	Amendment	Revised
Fund Balance Appropriated	31-310-4910-00	\$ -	\$ 108,350.00	\$ -	\$ 108,350.00
		\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ 108,350.00	\$ -	\$ 108,350.00
					\$ 108,350.00
SEWER FUND EXPENDITURES		Approved 25-Jul-11	Current Budget	Amendment	Revised
Transfer to CIP Sewer	31-822-5097-08	\$ -	\$ 108,350.00	\$ (108,350.00)	\$ -
Transfer to CIP Sewer 44-852	31-990-5660-01	\$ -	\$ -	\$ 108,350.00	\$ 108,350.00
		\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ 108,350.00	\$ -	\$ 108,350.00
					\$ 108,350.00
	Variance			\$ -	
UTILITIES RESERVE FUND REVENUES		Approved 25-Jul-11	Current Budget	Amendment	Revised
Fund Balance Appropriated	70-700-4910-00	\$ 10,000.00	\$ 10,000.00	\$ 7,900.00	\$ 17,900.00
		\$ -	\$ -	\$ -	\$ -
	Total	\$ 10,000.00	\$ 10,000.00	\$ 7,900.00	\$ 17,900.00
					\$ 17,900.00
UTILITIES RESERVE FUND EXPENDITURES		Approved 25-Jul-11	Current Budget	Amendment	Revised
Transfer to CIP Sewer	70-865-5097-08	\$ 10,000.00	\$ 10,000.00	\$ (10,000.00)	\$ -
Transfer to CIP Sewer 44-852	70-865-5660-01	\$ -	\$ -	\$ 17,900.00	\$ 17,900.00
		\$ -	\$ -	\$ -	\$ -
	Total	\$ 10,000.00	\$ 10,000.00	\$ 7,900.00	\$ 17,900.00
					\$ 17,900.00
	Variance			\$ -	
CIP SEWER FUND REVENUES		Approved 25-Jul-11	Current Budget	Amendment	Revised
Transfer From Sewer Fund	44-444-4610-31	\$ -	\$ 108,350.00	\$ (108,350.00)	\$ -
Transfer From Sewer Fund	44-852-3690-31	\$ -	\$ -	\$ 108,350.00	\$ 108,350.00
Transfer from Capital Reserve Utilities Fund	44-444-4610-70	\$ 10,000.00	\$ 10,000.00	\$ (10,000.00)	\$ -
Transfer from Capital Reserve Utilities Fund	44-852-3690-70	\$ -	\$ -	\$ 17,900.00	\$ 17,900.00
	Total	\$ 10,000.00	\$ 118,350.00	\$ 7,900.00	\$ 126,250.00
					\$ 126,250.00
CIP SEWER FUND EXPENDITURES		Approved 25-Jul-11	Current Budget	Amendment	Revised
Construction	44-852-5104-00		\$ 108,350.00	\$ (108,350.00)	\$ -
Capital Outlay-Sewer Collection Construction	44-852-4580-07	\$ -	\$ -	\$ 108,350.00	\$ 108,350.00
Engineering	44-852-5103-01	\$ 10,000.00	\$ 10,000.00	\$ (10,000.00)	\$ -
Project Permitting and Legal Fees	44-852-4610-01	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
Project Encroachment Expenses	44-852-4610-02	\$ -	\$ -	\$ 7,900.00	\$ 7,900.00
	Total	\$ 10,000.00	\$ 118,350.00	\$ 7,900.00	\$ 126,250.00
					\$ 126,250.00
	Variance			\$ -	
Reference:		Notes:			
Ord 11-44 & CAF 11-95 on 11 Jul 11 and 25 Jul 11		Approval of Ordinance establishing \$10,000 for engineering and other admin expenses. This was less than the \$150,000 budget requested.			
Res 11-87, Ord 11-55 & CAF 11-115; on 12 Sep 11		Award of contract to Harris Equipment Co and Project Budget Ordinance via project budget amendment No. 1			
Res 11-87, Ord 11-A-55 & CAF 11-115; on 12 Dec 11		Approval of Res 11-118 and Ord 11-55, encroachment agreement and project budget amendment No 2 re CSX encroachment fees			

The foregoing Ordinance 11-73, 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 12th day of Decemberr 2011: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

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

STATE OF NORTH CAROLINA - CITY OF HENDERSON

I, Esther 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—73 adopted by the Henderson, City Council in Regular Session on 12 December 2011. 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

**Attachment A
Ordinance 11-73
FY 11-12 Budget Ordinance Amendment #27**

**CIP Sewer – Spring Street Sewer Rehabilitation Project 44-852:
Project Budget Amendment 2**

This amendment provides \$7,900 for costs that will be associated with obtaining the required encroachment agreement with CSX Railroad. Part of the sewer project goes underneath the railroad tracks. Ordinance 11-73 incorporates the previous two budget approvals in order to correct some of the line item coding.

Prepared by: _____ Date: _____
(position vacant) Finance Director

Reviewed by: _____ Date: _____
Judith Woods, Accounting Supervisor

Reviewed by: _____ Date: _____
A. Ray Griffin, Jr., City Manager & Interim Finance Director

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Dec 11 Reg. Meeting

2 December 2011

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

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

RE: **CAF: 11—148**
Consideration of Approval of Resolution 11—113, Officially Changing the Names of Hillcrest Street, Ashmont Drive and Barclay Road; and Ordinance 11—71, Modifying Chapter 7, Division 2. Stop Intersections to Change Street Names.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 1: To Provide Excellent Customer Service Providing for the Efficient and Effective Delivery of Services by Implementing Performance Excellence within the Organization.

Recommendation:

- Approval of Resolution 11—113, Officially Changing the Names of Hillcrest Street, Ashmont Drive and Barclay Road; and Ordinance 11—71, Modifying Chapter 7, Division 2. Stop Intersections to Change Street Names.

Executive Summary:

It was brought to the attention of City Administration that there is conflicting data on the Street names of Hillcrest Street and Ashmont Drive. The roads were originally platted in the Vance County Register of Deeds as Hillcrest Street, Ashmont Drive and Barclay Road, but the Emergency 911 data base reflects the addresses as Hillcrest Drive and Ashmont Lane as well as Barclay Lane, which is a road to be built in the future.

The property owners on Hillcrest Street desire the name of their street to be Hillcrest Drive, due to the fact that their mailing addresses are Hillcrest Drive. Street signs in the past reflected Hillcrest Drive and Hillcrest Street at opposite ends of the road. These official changes will

bring alignment with the Emergency 911 records, as well as the City's official Powell Bill Map and Listing.

Ashmont Road and Barclay Lane are similar situations, in that the addresses were intended as Ashmont Lane and Barclay Lane, but platted as Ashmont Road and Barclay Road.

If Council approves Resolution 11—113, it would then be appropriate to approve Ordinance 11—71, Modifying Chapter 7, Division 2, Stop Intersection to Change Street Names.

Enclosures:

1. Resolution 11—113
2. Ordinance 11—71
3. Henderson City Code, Chapter 7, Division 2
4. Vance County Register of Deeds Plat for Ashmont and Barclay
5. GIS Mapping of Areas

R E S O L U T I O N 11—113

A RESOLUTION OFFICIALLY CHANGING THE NAMES OF HILLCREST STREET, ASHMONT DRIVE AND BARCLAY ROAD

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

WHEREAS, this Resolution addresses one of the Key Strategic Objectives as follows: KSO 1:
To Provide Excellent Customer Service Providing for the Efficient and Effective
Delivery of Services by Implementing Performance Excellence within the Organization:
and

WHEREAS, it has been determined there is conflicting data on the street names of Hillcrest Street, Ashmont Drive and Barclay Road; *and*

WHEREAS, the plats previously recorded with the Vance County Register of Deeds reflect Hillcrest Street, Ashmont Drive; *and*

WHEREAS, Barclay Lane was incorrectly named on the plat recorded in the Vance County Register of Deeds as Barclay Road, but has not yet been developed ; *and*

WHEREAS, the addresses that were given and listed in the Emergency 911 data base reflect Hillcrest Drive, Ashmont Lane; *and*

WHEREAS, the existing property owners and/or developers requested the streets to be identified as Hillcrest Drive, Ashmont Lane and Barclay Lane.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT
DOES HEREBY** officially change the street names of Hillcrest Street to Hillcrest Drive
and Ashmont Drive to Ashmont Lane and Barclay Road to Barclay Lane.

The foregoing Resolution 11—113, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote received the following votes and was
***** on this the *** day of ***** 2011: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

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

ORDINANCE 11—71

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

AN ORDINANCE MODIFYING CHAPTER 7, DIVISION 2. STOP INTERSECTIONS TO CHANGE STREET NAMES

The City Council of the City of Henderson doth ordain:

Section 1. That the schedule of streets in Section 7-64. Declaration as to certain intersections be amended as follows:

“Ashmont Lane, stop before entering Vicksboro Road” be added to said schedule.

“Hillcrest Street, stop before entering Forest Road” be deleted from said schedule and
“Hillcrest Drive, stop before entering Forest Road” be inserted in lieu thereof.

“Hillcrest Street, stop before entering Oakland Avenue” be deleted from said schedule
and “Hillcrest Drive, stop before entering Oakland Avenue” be inserted in lieu thereof.

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

The foregoing Ordinance 11—71, 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 42, p. ***.*

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified Interim City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 11—71 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

Hamilton Street, stop before entering John Street.

Hamlett Street, stop before entering Cedarwood Terrace.

Hancock Place, stop before entering Rook Street.

Hancock Place, stop before entering Stanley Street.

Hargrove Street, stop before entering Bane Avenue.

Hargrove Street, stop before entering Belle Street.

Hargrove Street, stop before entering Burwell Avenue.

Hargrove Street, stop before entering Granite Street.

Hargrove Street, stop before entering Orange Street.

Hargrove Street, stop before entering Young Avenue.

Harrell Street, stop before entering William Street.

Harrell Street, stop before entering Zene Street.

Harriet Street, stop before entering Alexander Avenue.

Harriet Street, stop before entering Winder Street.

Harriet Street, stop before entering Carolina Avenue.

Harrison Avenue, stop before entering Charles Street.

Hatch Street, on the east side, stop before entering Rockspring Street.

Hatch Street, stop before entering Water Street.

Henry Street, stop before entering Old Norlina Road.

Hickory Street, stop before entering Epsom Road.

Hickory Street, stop before entering Lehman Street.

Hicks Street, stop before entering Boddie Street.

Hicks Street, stop before entering Roberson Street.

High Street, stop before entering Young Avenue.

Highland Avenue, stop before entering Andrews Avenue.

Highland Avenue, on the east side, stop before entering Rockspring Street.

Hillcrest ^{DRIVE} Street, stop before entering Forest Road.

Hillcrest ^{DRIVE} Street, stop before entering Oakland Avenue.

Hilliard Street, stop before entering Gay Street.

Hilliard Street, stop before entering Southerland Street.

DIVISION 2. STOP INTERSECTIONS*

Sec. 7-64. Declaration as to certain intersections.

When a stop sign has been erected or installed at an intersection, the driver of any vehicle traveling on the street controlled by that stop sign shall come to a complete stop in obedience to such sign at the entrance to that portion of the intersection designated as a part of the other street or highway, and shall further look for traffic on such other street or highway and yield the right-of-way to any vehicles operating on the other street or highway. When stop signs have been erected at three or more entrances to an intersection, the driver of any vehicle on any street controlled by such stop sign, after stopping in obedience thereto and looking, may proceed with caution if it is safe to enter such intersection without endangering any property or lives of others. Those intersections described in this section are hereby declared to be stop intersections with reference to vehicles traveling on the streets first named in the several subsections and entering the streets named secondly in the several subsections:

Adams Street, stop before entering Pinkston Street.

Adams Street, stop before entering Vance Street.

Alexander Street, stop before entering Nicholas Street.

Alexander Avenue, stop before entering Pinkston Street.

Alexander Avenue Extension, stop before entering Pinkston Street.

Apple Street, stop before entering Old Norlina Road.

Ann Street, stop before entering Lynne Avenue.

Arch Street, stop before entering College Street.

Arch Street, stop before entering William Street.

Arendell Street, stop before entering Peace Street.

Arrow Street, stop before entering Parham Street.

Arrow Street, stop before entering West Young Avenue.

Ashmount Lane, stop before entering Vicksburg Road.

Avis Lane, stop before entering Coble Boulevard.

Avis Lane, stop before entering Shirley Drive.

Azalea Avenue, stop before entering Townsville Road.

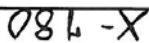
Bane Avenue, stop before entering Cypress Drive.

Bane Avenue, stop before entering Parham Street.

Bane Avenue, stop before entering Willowood Drive.

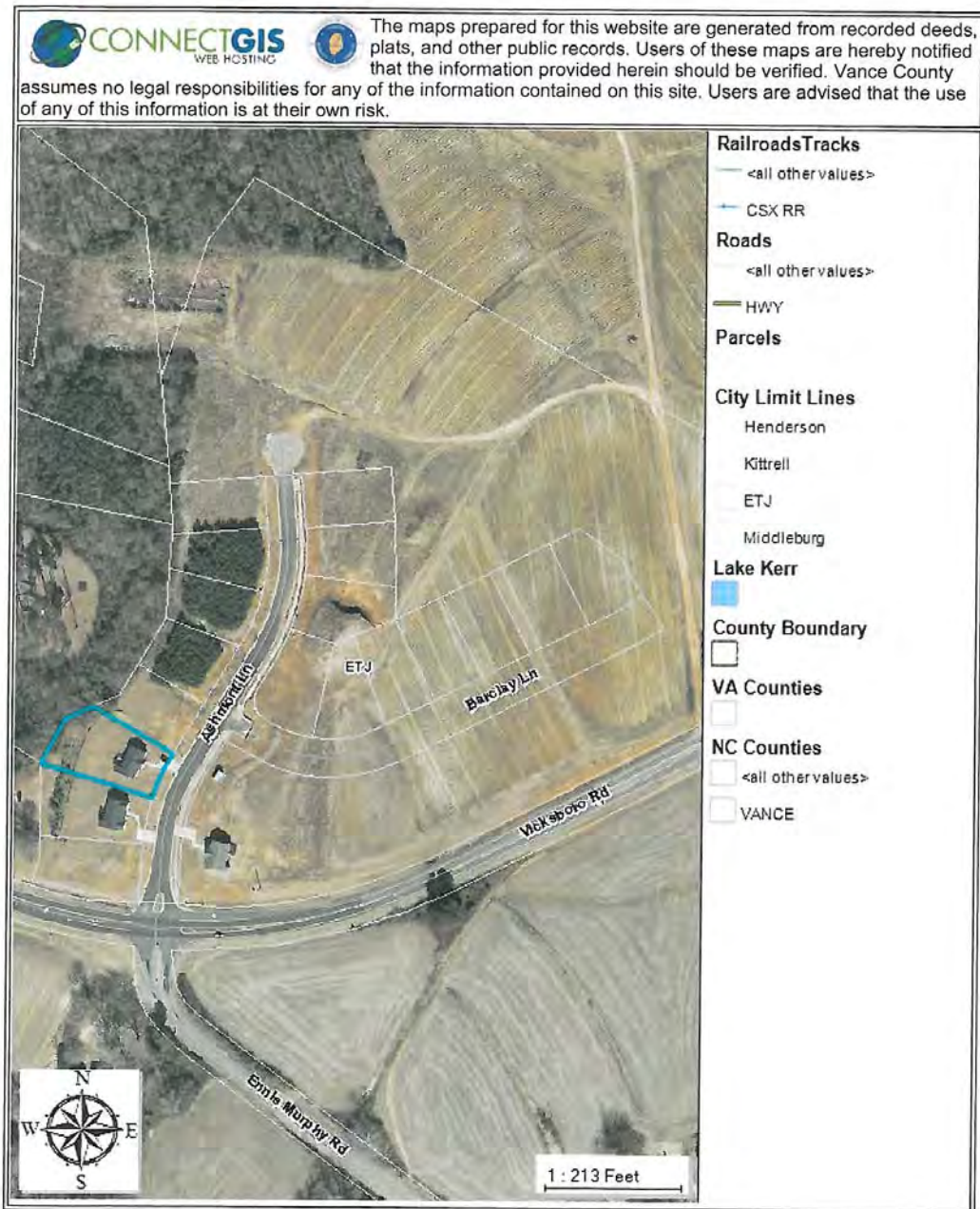
Beacon Avenue, stop before entering Second Street.

*State law reference—Governing stop intersections, G.S. 20-158.





http://vance.connectgis.com/DownloadFile.ashx?i=_ags_map9bcd5ff4347f4cad9308cb9a... 11/16/2011



http://vance.connectgis.com/DownloadFile.ashx?i=_ags_map43cc480a62654265b5653c4... 10/28/2011

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Dec 11 Reg. Meeting

2 December 2011

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

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

RE: CAF: 11—98

Consideration of Approval of 1) Ordinance 11—46, Modifying City of Henderson's Code of Ordinances, Chapter 4, Relative to Elmwood Cemetery, and 2) Ordinance 11—66, Creating Chapter 4A to the City Code Relating to All Other Cemeteries in City Limits.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 1-AP 1-1: Implement Process Improvements.

Recommendation:

- Approval of Ordinance 11—46, Modifying City of Henderson's Code of Ordinances, Chapter 4, Relative to Elmwood Cemetery, and 2) Ordinance 11—66, Creating Chapter 4A to the City Code Relating to All Other Cemeteries in City Limits.

Executive Summary

The proposed revisions to the Cemetery Ordinance are the result of a detailed review of the Ordinance as it relates to the operation and maintenance of the cemetery after a year of privatization of the maintenance and the opening and closing of graves.

There are necessary title changes, such as changing Public Works Director to Public Services Director, as well as several references to fees that are now included in the schedule of fees.

Public Services is now utilizing a grave digging permit which insures that the burial location has been properly identified and the deed and all other information has been obtained. This will also be confirmed with the funeral home representative prior to the actual digging of the grave.

As a result of trying to insure the best maintenance practices within the cemetery grounds, additional provisions are recommended in Section 4 as it pertains to items that can or cannot be placed upon the gravesite and the period of time in which items need to be removed. This will allow more efficient and effective mowing and maintenance by the contractor, particularly during the active growing season.

It is also recommended that Ordinance 11—66 be approved, creating Chapter 4-A to the Henderson City Code, which relates to other cemeteries within the City of Henderson. This will help the City keep a central record of burials even though the City does not maintain the cemetery. Also, the City currently contracts out the grass mowing for Blacknall Cemetery. This Ordinance will help keep the gravesites consistent with Elmwood Cemetery to insure that the maintenance is performed well and increased costs are not incurred by the contractor.

A meeting was held on 24 October 2011 which all Funeral Home Directors were invited to attend. There was good representation at this meeting and the ordinance changes were discussed. It was a consensus among the group that the proposed changes were a good idea.

Enclosures:

1. Ordinance 11—46 (with revisions)
2. Ordinance 11—66

ORDINANCE 11—46

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

AN ORDINANCE MODIFYING CHAPTER 4 RELATIVE TO CEMETERIES

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

Section 1. That Chapter 4 of the City Code is re-written to read as follows:

“CHAPTER 4 ELMWOOD CEMETERY (Owned by City)

ARTICLE I. IN GENERAL

Section 4-1. Designation

The cemetery shall be known as “Elmwood Cemetery”

Section 4-2 Authority of city under chapter.

The City Council shall prepare and execute contracts with the owners of each lot or space, binding the City and may do all things necessary to carry out the purpose of this chapter.

Section 4-3 Duties of Director

It shall be the duty of the Public Services Director or his/her designee to supervise the digging of all graves; have supervision of laying out, laying off, posting and cleaning of all burial lots or squares; and in addition thereto, shall see that all laws and regulations concerning the Elmwood Cemetery are duly observed and enforced and in case of any violation thereof, report the same to the chief of police.

Section 4-4 Cemetery register

It shall be the duty of the cemetery supervisor to report to the Public Services Director or his/her designee a record of all graves dug, all bodies exhumed and the disposition made thereof, all of which information shall be furnished by the supervisor.

Section 4-5 Sale of lots

It shall be the duty of the Public Services Director or his/her designee to keep a map of the cemetery, distinguishing thereon, all burial lots or squares which are offered for sale, together with those sold, indicating on the map the exact location and size of each plat. The purchase price shall, from time to time, be fixed and determined by the City Council.

Section 4-6 Lot prices

The price of single grave spaces as shown and designated by the map shall be set at such figure as the City Council may set from time to time in its Schedule of Fees for each such space, regardless of where the purchaser is a resident or non resident, and shall be sold in consecutive numerical order; said price shall also apply to each grave space included within lots sold with more than two (2) spaces.

State law references: Authority of City to impose a schedule of prices for lots, G.S. 160A-348

Section 4-7 Mausoleum lots

The price of mausoleum lots shall be set forth in the Schedule of Fees as approved by the City Council.

Section 4-8 Deed to lot

It shall be the duty of the City Clerk to deliver to the purchaser of any plat or square in the cemetery, a deed (with a copy to the Public Services Director) upon the payment of the full purchase price thereof.

Section 4-9 Grave digging fees

The fees for digging graves at Elmwood Cemetery shall be as follows set forth by the City Council in its Schedule of Fees.

There will be a "late notice fee" (of such figure as the City Council may set from time to time in its Schedule of Fees) charged for notification of locating any graves unless a minimum of twenty-four (24) hours notice is given to the City prior to the time which said grave can be reasonably opened for the respective burial.

State law references: Authority of City to impose a schedule of grave digging fees. G.S. 160 A-348

Section 4-10 Liability of owner

The fees for diggings graves as set out in section 4-9 shall constitute a charge against the owner of the plat of land in which any such grave shall be dug.

Section 4-11 Grave digging

All graves will be opened and closed by the funeral home in charge of the arrangements. Plots will be located by the cemetery supervisor and marked for digging. Any fees associated with the opening and closing will be paid by the funeral home. No digging is to take place without an approved permit from the Public Services Department cemetery supervisor and the payment of all applicable fees. Care is to

be taken by the digger that no plot surrounding the digging is disturbed. No digging will take place prior to 8:00 a.m. and not later than 4:00 p.m. The funeral home shall provide the City with a Certificate of Liability Insurance prior to any plot being opened or closed. The Certificate of Liability Insurance is to remain in full force and effect at all times.

ARTICLE II. MAINTENANCE

Section 4-12 Cemetery maintenance and operation

The Department of Public Services shall have charge of the development, maintenance and upkeep of the cemetery. All sections of Elmwood shall be maintained the same in accordance with the rules and regulations adopted for perpetual care. The drives and walks shall be maintained in a safe and clean condition.

No coping, curbing, fencing, hedging, borders, corner post or enclosure of any kind will be allowed around any grave site. No walks of brick, tile, cinders, stone, sand, cement, gravel or wood or other materials will be allowed on any lot except a foot marker to be flush with the ground and a head stone (and excepting structures in existence before December 1, 2011).

No trinkets, toys, shells, sand, or anything which, in the opinion of the City Council is unsightly, will be allowed on any grave. All materials of this type will be removed without notice and the town will not be responsible for the loss or destruction of the same.

It shall be the responsibility of the legal representative of the deceased, or the relative in charge of the funeral or their appointed representative or the undertaker in charge of the funeral, to remove all flowers or other items evidencing a burial within 30 days after the interment.

Cut flowers, wreaths, baskets, designs and frames may be placed on graves for Christmas, Easter, Memorial Day and the Deceased's birthday. It is the responsibility of the donor to make arrangements to have them removed with 14 days after the Holiday (or birthday) they were placed on the grave.

The following persons, articles and animals are to be excluded from the cemetery grounds and are subject to removal or rejected there from:

1. Children under 12 years of age unless attended by an adult responsible for their conduct.
2. Delivery trucks, wagons and vehicles of any conveyance generally used for hauling goods, except for delivering to the cemetery flowers for the interment or to be placed on a grave and trucks of a licensed memorialist.
3. Persons passing through the cemetery, except for the bona fide purpose of visiting a grave, or to attend to cemetery business matters.
4. Persons carrying firearms, except officers of the law or members of a military detail, in attendance upon an interment.
5. Materials of any description, except cut flowers, wreaths, and potted plants at times permitted.
6. Any alcoholic beverages.

ARTICLE III. PERPETUAL CARE

Section 4-13 Perpetual care – Defined

The term perpetual care used in reference to lots shall be held to mean the cutting of the grass on such lots at reasonable intervals, the making and cleaning of the plots, the pruning of the shrubs and trees that may be placed by the City, meaning and intending the general preservation of the lots and the grounds, walks, roadways, boundaries and structures to the end that such grounds shall remain and be reasonably cared for as cemetery grounds forever.

Section 4-14 Fund created; object

A fund to be known as the “perpetual care fund” is hereby created for the purpose of perpetually caring for the beautifying of Elmwood Cemetery, binding the City to keep up and maintain such lots and space in perpetuity upon payment of such sums as may be fixed therefore by the City Council. The City Council may accept gifts and bequests to such fund upon such terms as the donors may prescribe, and there shall be set aside for such fund an account to be determined by the City Council annually from the proceeds of sales of cemetery lots.

State law references: Perpetual care trust funds, G. S. 160A-347

Section 4-15 Preservation of principal

The principal of the perpetual care fund shall never be used for any purpose other than as a sacred trust fund for the cemetery, and the income from such fund shall be used as the City Council may see fit in carrying out contracts with individual lot or space owners for the perpetual care of individual lots or space and for the general purpose of maintaining, improving and beautifying Elmwood Cemetery.

ARTICLE IV. RULES AND REGULATIONS*

*** State law references:** Authority of City to adopt rules and regulations governing the cemetery, G. S. 160A-348

Section 4-16 Depth of graves

No grave shall be dug in Elmwood Cemetery less than four feet to the pit.

Section 4-17 Removal, injury, etc., to markers, etc.

No person shall dig up, remove, injure or destroy any stake, gravestone or other monument placed or erected at any grave or on any burial plot.

Section 4-18 Plants, flowers, etc.

No person shall plant into the ground any flowers, bulbs, vines, shrubbery or trees except the City.

No person shall cut down, pull down, pluck or otherwise injure or destroy any flowers, bulbs, vines, shrubbery or trees planted by the City in the cemetery.

Section 4-19 Depositing rubbish, etc.

No person shall deposit any rubbish, filth, waste or other unclean or unsightly substance in the cemetery. No animals other than human may be buried in the cemetery.

Section 4-20 Use as playground; discharge of firearms

No person shall use the cemetery as a playground nor discharge any firearms therein.

Section 4-21 Vehicle regulations

No person shall drive vehicle in the cemetery more than ten miles per hour; or drive a motor vehicle over, on or across any burial space or plot in the cemetery.

Section 4-22 Other Rules and regulations enumerated

The rules and regulations governing Elmwood Cemetery shall be as follows:

- (a) *Use of entrances; children* No person shall enter the cemetery except through open gates or provided open entrances. Children shall be accompanied by an adult and shall not be permitted to play on lots or lawns or climb on monuments or mausoleums.
- (b) *Funerals within cemetery* All funerals, on reaching the cemetery, shall be under the charge of the funeral director.
- (c) *Notice required prior to interment, etc.* The right is reserved to insist on at least twenty-four (24) hours notice prior to any interment and at least one week's notice prior to any disinterment or removal.
- (d) *Payment prerequisite to interment, etc.* No interment shall be permitted or memorial placed in or on any property not fully paid for.
- (e) *Payment of cemetery service charges* The charges for the cemetery services shall be paid at the time of the issuance of the order of interment, disinterment or removal.
- (f) *Transfer, etc. of plats, etc.* No transfer or assignment of any plat or interest therein shall be valid without the consent in writing of the Public Services Director.
- (g) *City to perform all grading, etc. ;interments,etc.* All grading , landscape work and improvements of any kind, all care of plats, all planting, trimming, cutting and removal of all trees, shrubs and herbage of any kind, shall be made only by the City.
- (h) *Improvements, alterations, etc.* All improvements or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Public Services Director.
- (i) *Placement of boxes, etc., ornaments, etc., are prohibited.* The placing of boxes, shells, metal designs, ornaments, chairs, settees, vases and similar articles on plats shall not be permitted, with the exception of removable containers for cut flowers on or against headstones.

- (j) *Plat owners to notify of change in address.* It shall be the duty of the plat owner to give notification of any change in his/her post office address.
- (k) *Deposit for care of tombs, etc.* Before any tomb, sarcophagus or private mausoleum is erected; the owner shall deposit with the City a sum of money estimated by the City to be sufficient to yield an income for the proper care of such structure in perpetuity.
- (l) *Requirements of persons erecting monuments, etc.* Persons engaging in erecting monuments or other structures are prohibited from attaching rope to monuments, trees and shrubs; from scattering their material over adjoining lots from blocking roadways or from leaving their materials on the ground longer than is absolutely necessary. They shall remove all debris and restore the ground and sod to its original condition.
- (m) *Central, etc., memorial per plot* Only one central or family memorial shall be allowed on a family plot.
- (n) *Markers* Markers shall be flush with the ground, shall not exceed two feet in length and sixteen inches in width, and shall be placed at the end of the grave farthest from the base of the monument in the lot.
- (o) *Coping, curbing, etc., prohibited* No coping, curbing, fencing, hedging, grave mounds, borders or enclosures of any kind shall be allowed around any lot.
- (p) *Memorial markers.* Memorial dealers shall be required to furnish the cemetery, for approval, a sketch of the proposed memorial or markers, specifying size, location in lot, inscription and quality of stone.
- (q) *Lettering on markers* All lettering on the individual grave markers shall be of the incised type.
- (r) *Mausoleums, tombs, etc.* Mausoleums or tombs shall be constructed only in lots so designated. Plans, specifications, location in lot and landscaping shall be subject to the approval of the Public Services Director.
- (s) *Foundations for monuments.* Foundation for all monuments shall be built at least to the depth of the lowest interment in the graves.
- (t) *Unsightly, etc., memorials, etc.* Should any memorial, mausoleum or tomb become unsightly, dilapidated or a menace to visitors, the Public Services Director shall have the right to correct the condition or to remove the same at the expense of the lot owner. All containers with cut flowers and/or objects must be removed from the gravesite within 14 days after the burial.
- (u) *Changes, etc., in rules, etc.* The City reserves the right to make exceptions, suspensions or modifications in any of these rules and regulations.
- (v) *Cremations* In the case of cremations, two interments may be made on each grave space.
- (w) No one shall be buried in any grave site unless the casket is placed in either a vault or cement grave liner; wooden or plastic grave liners will not be acceptable.

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

The foregoing Ordinance 11—46, 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—46*, _____, 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

ORDINANCE 11—66

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

AN ORDINANCE CREATING CHAPTER 4A RELATIVE TO NON-CITY OWNED CEMETERIES

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

Section 1. That a new Chapter be added to the City Code designated as Chapter 4A and reading as follows:

“CHAPTER 4A. NON-CITY OWNED CEMETERIES

Sec. 4A-1.

Any person or entity owning or maintaining a cemetery within City limits (other than Elmwood Cemetery owned by the City) shall file with the City Clerk on or before January 1, 2012 a map showing the location of each individual grave site designated by a number, and the name of any known person buried in each specific grave site (which can be on a separate page). Each funeral director shall update that plat at the time a person is buried therein in the future indicating the person’s name and the designated number of the grave site in which said person is buried.

Sec. 4A-2.

Each funeral director burying a person in Blacknall Cemetery shall provide the information set forth in Section 4A-1, and shall level all dirt after each burial so that the ground will be reasonably level (so lawn equipment can pass over the same) and permit no obstruction or new trees to be placed on the site except for markers and tombstones; no fences shall be permitted in Blacknall Cemetery except for perimeter fences around the entire cemetery.”

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

The foregoing Ordinance 11—66, _____, 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—66, An Ordinance Creating Chapter 4A Relative To Non-City Owned Cemeteries*, 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

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Dec 11 Reg. Meeting

2 December 2011

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

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

RE: CAF: 11—144

Consideration of Approval of Resolution 11—108, Authorizing the Mayor to Sign on Behalf of the City, a Supplemental Agreement Relative to the Beckford Drive Widening Project.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 11—108, Authorizing the Mayor to Sign on Behalf of the City, a Supplemental Agreement Relative to the Beckford Drive Widening Project.

Executive Summary

The City Council authorized the Beckford Drive Widening Project with approval of Resolution in December 2008. A municipal agreement was executed at that time and work began to secure an engineer and then complete the design. The design is now complete and the acquisition of right of way/easements has been ongoing. Due to the timeframe that has elapsed, a supplemental agreement is necessary to extend the completion deadline to 31 December 2012.

The timeline is to accept bids in late January, and bring the recommended bid award to the City Council directly after that. This is contingent on receiving bids within the construction estimate. Construction would then begin in late March or early spring.

Enclosures:

1. Resolution 11—108
2. Original 2008 Resolution for Beckford Drive Widening Project

RESOLUTION 11—108

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF CITY, A SUPPLEMENTAL AGREEMENT RELATIVE TO THE BECKFORD DRIVE IMPROVEMENTS PROJECT (U-4916)

WHEREAS, the Henderson City Council (City) identified eight Key Strategic Objectives (KSO) at its 2011 Strategic Planning Retreat; *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 Henderson City Council approved a Resolution in 2008 authorizing the Beckford Drive Improvements Project to proceed; *and*

WHEREAS, a Municipal Agreement was executed between the City of Henderson and the North Carolina Department of Transportation prior to starting the project; *and*

WHEREAS, work has been ongoing with the completion of the design and securing the necessary easements and/or right of way, including utility agreements; *and*

WHEREAS, an extension is needed relative to the Municipal Agreement to complete the acquisition of easements and to complete construction.

NOW, THEREFORE, BE IT RESOLVED that the Henderson City Council hereby authorizes the Mayor to sign on behalf of the City, the Supplemental Agreement, said agreement being more fully articulated in **Attachment A** to this Resolution; *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—108, 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

NORTH CAROLINA

SUPPLEMENTAL AGREEMENT

VANCE COUNTY

DATE: 10/20/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-4916

AND

WBS ELEMENTS: PE 41065.1.1

ROW 41065.2.1

CITY OF HENDERSON

CON 41065.3.1

OTHER FUNDING:

FEDERAL-AID #: HPP-0509(8)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Henderson, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality, on 3/18/2009, entered into a certain Locally Administered Project Agreement for the original scope: the widening of Beckford Drive (SR 1165) to a three lane facility (center turn lane) with curb and gutter, storm drainage and sidewalks starting at Harrison Street (formerly SR 1284) to North Park Drive, programmed under Project U-4916; and,

WHEREAS, the Department and the Municipality have agreed to extend the completion date for the project;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

The Municipality shall complete the Project by December 31, 2012.

TITLE VI

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs and activities of any recipient of Federal assistance.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

Except as hereinabove provided, the Agreement heretofore executed by the Department, and the Municipality on 3/18/2009, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF HENDERSON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ (Governing Board) of the City of Henderson as attested to by the signature of _____, Clerk of the _____ (Governing Board) on _____ (Date)

(SEAL)

Remittance Address:

City of Henderson

DEPARTMENT OF TRANSPORTATION

BY: _____

(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

ENCLOSURE No. 3

RESOLUTION

A RESOLUTION AUTHORIZING THE BECKFORD DRIVE IMPROVEMENTS PROJECT

WHEREAS, the Henderson City Council recognized the need for improvements to Beckford Drive and authorized City Administration to initiate grant funding opportunities for the widening of Beckford Drive in 2002; and

WHEREAS, the City was notified that it had received a \$960,000 earmark for the Beckford Drive project by the US Congress in the Transportation Reauthorization Bill (SAFETEA-LU) in 2005; and

WHEREAS, these Federal funds will be routed to the project through the North Carolina Department of Transportation (NCDOT); and

WHEREAS, the NCDOT will retain a percentage for administrative costs; and

WHEREAS, the City of Henderson will be required to provide a 20% match for these funds.

NOW THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT does hereby concur that improvements to Beckford Drive are necessary and appropriate in order to provide for the orderly and safe flow of vehicular and pedestrian traffic and to further enhance the opportunities for economic development along this important city thoroughfare; and

BE IT FURTHER RESOLVED THAT THE HENDERSON CITY COUNCIL does hereby desire to initiate the Beckford Drive improvements project and authorizes City Administration to take the appropriate steps to notify NCDOT of the City's intentions.

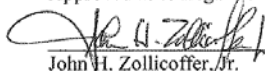
This Resolution was approved on 8 December 2008 by the Henderson City Council upon a motion made by Councilman _____ and seconded by Councilman _____ and approved by the following vote: AYES: _____ NOES: _____

ATTEST:

Pamela G. Glover, City Clerk

James D. O'Geary, Mayor

Approved as to Legal Form and Sufficiency.



John H. Zollicoffer, Jr.
City Attorney

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Dec 11 Regular Meeting

15 November 2011

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

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

RE: **CAF: 11—143**

**Consideration of Approval of Ordinance 11—70, Amending City Code Section 12-1,
Providing for Appeal Rights Regarding the Fire Prevention Code.**

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 2: *Reduce Crime and Provide for a Safe Community.*

Recommendation:

- Approval of Ordinance 11—70, Amending the City Code Section 12-1, Providing for Appeal Rights Regarding the Fire Prevention Code.

Executive Summary

The Fire Department respectfully requests the City Council's approval to amend "Section 12-1. Fire Prevention Code". The amendments are in line with the latest edition of the National Fire Protection Code 2012, prepared by the National Fire Protection Association (sometimes referred to as NFPA Volume 1, 2012 edition). They provide for Owner/Occupant responsibilities and the establishment of an Appeals Board to hear and decide appeals of orders. These amendments will enable the City's fire inspectors to carry out their fire inspection duties more efficiently.

Enclosure:

1. Ordinance 11—70

ORDINANCE 11—70

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

AN ORDINANCE PROVIDING FOR APPEAL RIGHTS RE THE FIRE PREVENTION CODE

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

Section 1. That Section 12-1 of the City Code is hereby rewritten to read as follows:

“Sec. 12-1. Fire Prevention Code adopted.

- (a) There is hereby adopted by the city council, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the (National) Fire Prevention Code prepared by the National Fire Protection Association (and sometimes referred to as NFPA Volume 1, 2012 edition), as the same may be amended, supplemented or substituted from time to time, except insofar as inconsistent with the laws of the state and other ordinances of the city, which code has been filed in the office of the city fire chief and the same is hereby adopted and incorporated as fully as if set out at length herein; provided, that:
- (1) Wherever the word “municipality” is used in said (National) Fire Prevention Code, hereby adopted, it shall be held to mean the City of Henderson, North Carolina.
 - (2) Wherever the term “corporation counsel” is used in said (National) Fire Prevention Code, hereby adopted, it shall be held to mean the city attorney for the city.
 - (3) The limits referred to in said (National) Fire Prevention Code, in which the storage of explosives and blasting agents is prohibited, shall be fixed by the city council or by the North Carolina Fire Prevention Code.
 - (4) The limits referred to in said (National) Fire Prevention Code, in which storage of flammable liquids in outside aboveground tanks is prohibited shall be fixed by the city council or by the North Carolina Fire Prevention Code.
 - (5) The limits referred to in said (National) Fire Prevention Code, in which new bulk plants for flammable liquids are prohibited shall be fixed by the city council or by the North Carolina Fire Prevention Code.

New

- (b) The applicable North Carolina (State Building Code) Fire Prevention Code, and cumulative supplements thereto, as amended from time to time and as adopted and published through the North Carolina Department of Insurance, is hereby also

adopted by reference (as though fully set forth herein) as the Fire Prevention Code of the city.

- (c) Owner/occupant responsibility. Correction and abatement of violations of this Code shall be the responsibility of the owner (unless a current written lease [then provided to the Fire Code Official] specifically places the burden of said correction on the Tenant). If an occupant creates, or allows to be created, hazardous conditions in violation of this Code, the occupant shall be held responsible for the abatement of such hazardous conditions.
- (d) Board of Appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the Fire Code Official relative to the application and interpretation of this Code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall consist of three members appointed by the City Council and shall hold office at the pleasure of the City Council. The Fire Code Official shall be an ex officio member of said Board but shall not sit with it on any appeal and shall have no vote on any matter before the Board. Appeals shall be filed in writing with the City Clerk by the aggrieved party within 10 days of the date of the citation issued for any alleged violation, setting forth the specific reason for the appeal. The Board shall render all decisions and findings in writing to the appellant with a duplicate copy to the Fire Code Official.
 - (1) Qualifications of Board Members. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems and cannot be regular employees of the City.
 - (2) Limitations on Authority. An application for appeal shall be based only on a claim that the intent of this Code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equivalent method of protection or safety is proposed. The Board shall have no authority to waive requirements of this Code.
 - (3) Procedure. The Board shall elect a chairman from among its members. Any two members of the Board shall constitute a quorum and any decision shall be rendered by a majority of the members sitting. All witnesses shall be sworn, but the Board shall not be bound by any strict rules of evidence. After hearing the evidence, and subject to the limitations hereinbefore set forth, the Board may affirm, modify, or reverse the matter appealed from, in whole or in part. If a majority of the quorum cannot agree on a decision, the decision of the Fire Code Official shall be upheld and affirmed.

- (e) For violations of the North Carolina Fire Prevention Code, the Fire Code Official may, in addition to the remedies set forth therein, institute any appropriate action or proceeding, including civil penalties, as set forth in N.C.G.S. §160A-175 (that are hereby adopted by the City of Henderson) or elsewhere in the City Code."

Section 2. That the phrase "are each herein designated as a "Fire Code Officer and each is"" to be inserted in lieu of the word "are" immediately following the words "above officers)" as the same appears in Section 12-3 of the City Code.

Section 3. The foregoing Ordinance shall be in full force and effect from and after the date of its passage.

The foregoing Ordinance 11—70, 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—70, An Ordinance Providing For Appeal Rights Re The Fire Prevention Code*, 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

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Dec 11 Regular Meeting

30 November 2011

TO: The Honorable Mayor Pete O'Geary and Members of City Council

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

RE: CAF: 11—147
Consideration of Approval of Resolution 11—112, Adopting the KLRWS 2007
Local Water Supply Plan.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO-5: Provide Reliable, Dependable Infrastructure

Recommendation:

- Approval of Resolution 11—112, Adopting the KLRWS 2007 Local Water Supply Plan.

Executive Summary

Kerr Lake Regional Water System is required by the State of North Carolina to update and have State approval of their Local Water Supply Plan every five years. In order for the KLRWS to be compliant with the requirements of NCGS §143-355(l), the governing body for the system must approve a resolution to adopt the plan. Because of the backlog at the State level, the review and approval letter from NCDENR for the 2007 Local Water Supply Plan was not received until November 2, 2011.

Enclosures

1. Resolution 11—112
2. NCDENR Approval Letter

RESOLUTION 11—112

A RESOLUTION APPROVING THE ADOPTION OF KLRWS 2007 LOCAL WATER SUPPLY PLAN

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

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

WHEREAS, North Carolina General Statute §143-355(l) requires that each unit of local government that provides public water services or plans to provide such services shall either individually or together with other such units of local government, prepare an submit a Local Water Supply Plan; *and*

WHEREAS, as required by the statute and in the interest of sound local planning, a Local Water Supply Plan for Kerr Lake Regional Water System, has been developed and submitted to the Henderson City Council for approval; *and*

WHEREAS, the Henderson City Council finds that the Local Water Supply Plan, which is more fully articulated in **Attachment A** to this Resolution, is in accordance with the provisions of North Carolina General Statute §143-355(l) and that it will provide the appropriate guidance for the future management of water supplies for Kerr Lake Regional Water System, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute.

NOW, THEREFORE, BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY approve the 2007 Local Water Supply Plan.

The foregoing Resolution 11—112, 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, pp. ***.*

Kerr Lake Regional Water

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the local water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Kerr Lake Regional Water	PWSID:	02-91-010
Mailing Address:	P O Box 1434 Henderson, NC 27536	Ownership:	Municipality
Contact Person:	Clarissa Lipscomb	Title:	Plant Manager/ORC
Phone:	252-438-2142	Fax:	252-438-7866

Distribution System

Line Type	Size Range (Inches)	Estimated % of line
Asbestos Cement	24-36	6.00 %
Cast Iron	4-14	16.00 %
Ductile Iron	3-24	40.00 %
Galvanized Iron	1-2	11.00 %
Other	6-12	26.00 %
Polyvinyl Chloride	1-8	1.00 %

What are the estimated total miles of distribution system lines? 200 Miles
 How many feet of distribution lines were replaced during 2007? 600 Feet
 How many feet of new water mains were added during 2007? 10,560 Feet
 How many meters were replaced in 2007? 280
 How old are the oldest meters in this system? 25 Year(s)
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 501
 What is this system's finished water storage capacity? 1.750 Million Gallons
 Has water pressure been inadequate in any part of the system since last update? Yes

Programs

Does this system have a program to work or flush hydrants? Yes, Daily
 Does this system have a valve exercise program? No
 Does this system have a cross-connection program? Yes
 Does this system have a program to replace meters? Yes
 Does this system have a plumbing retrofit program? No
 Does this system have an active water conservation public education program? No
 Does this system have a leak detection program? No

Water Conservation

What type of rate structure is used? Decreasing Block
 How much reclaimed water does this system use? 0.000 MGD For how many connections? 0
 Does this system have an interconnection with another system capable of providing water in an emergency? No

Kerr Lake RWS does not have an adjacent system with which to interconnect.

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Roanoke River (14-1)	70 %	Vance	55 %
Tar River (15-1)	20 %	Warren	20 %
Fishing Creek (15-2)	10 %	Granville	20 %
		Franklin	5 %

What was the year-round population served in 2007? 17,000

Has this system's acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	7,711	1.425	461	0.000
Commercial	2,539	0.000	0	0.000
Industrial	5	0.000	0	0.000
Institutional	0	0.000	0	0.000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.460 MGD

Ongoing issues with the Henderson billing system made it difficult to separate the metered average use among the respective use type; the metered average use provided for the Residential customers accounts for all of Henderson's users. System process water accounts used for treatment at the Kerr Lake RWS plant.

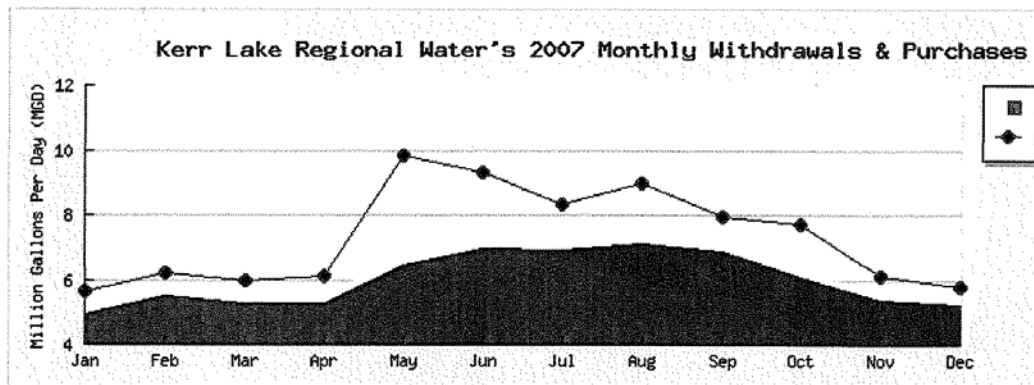
Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size (Inches)
Franklin County	02-35-030	1.430	365	3.000	2038	Yes	Yes	24
Kittrell Water System	02-91-015	0.090	365		2007	Yes	Yes	8
Oxford	02-39-010	1.450	365	2.000		Yes	Yes	24
Warren County	02-93-015	1.070	365	2.000		Yes	Yes	20

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)
Jan	4.923	5.642	May	6.440	9.830	Sep	6.848
Feb	5.508	6.203	Jun	6.944	9.300	Oct	6.083
Mar	5.251	5.962	Jul	6.924	8.336	Nov	5.369
Apr	5.252	6.111	Aug	7.127	8.977	Dec	5.209

**Surface Water Sources**

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usual Raw Storage
		MGD	Days Used		MGD	* Qualifier	
Anderson Creek	Kerr Lake	6.000	365	0.000	10.000	C	

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline
Anderson Creek	Kerr Lake	2	Yes	Roanoke River (14-1)	Vance	

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system have the ability to transfer surface water between river basins? Yes

Does this system rely on the transfer of surface water between river basins for any of its existing water supply? Yes

Does this system anticipate transferring surface water between river basins? Yes

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?
Kerr Lake Regional Water	20.000	Yes	Yes

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2007? No

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2007? No

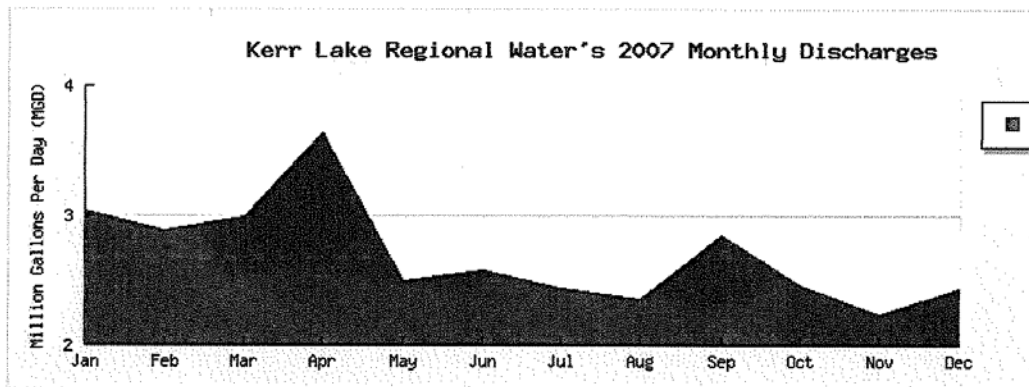
If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

4. Wastewater Information**Monthly Discharges**

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Discharge
Jan	3.037	May	2.491	Sep	2.8

Feb	2.883	Jun	2.571	Oct	2.41
Mar	2.983	Jul	2.432	Nov	2.21
Apr	3.633	Aug	2.352	Dec	2.41



How many sewer connections does this system have? 8,975

How many water service connections with septic systems does this system have? 2,126

Are there plans to build or expand wastewater treatment facilities in the next 10 years? Yes

The Henderson WRF is old and expensive to operate. Although the plant meets discharge limits, changing the process to biological nutrient would enhance the water quality being discharged. Henderson plans to upgrade the plant processes as soon as funds are available. The question about expanding the plant capacity since it is operating at only 52.4% capacity at present.

Ongoing issues with the Henderson billing system has created a discrepancy between the total number of water service connections and sewer service connections and water connections on septic systems.

Wastewater Permits

Permit Number	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Stream
NC0020559	4.140	4.140	2.244	6.648	Nutbush Creek	Roanoke
NC0083101	20.000	20.000	0.405		Anderson SWP Creek	Roanoke

5. Planning

Projections

	2007	2010	2020	2030	2040
Year-Round Population	17,000	17,850	18,742	19,679	20,663
Seasonal Population	0	0	0	0	0
Residential	1.425	1.274	1.788	1.929	2.180
Commercial	0.000	0.332	0.470	0.507	0.527
Industrial	0.000	0.331	0.360	0.389	0.405
Institutional	0.000	0.107	0.117	0.126	0.131
System Process	0.460	0.529	0.824	1.088	1.131
Unaccounted-for	0.075	0.121	0.142	0.161	0.174

Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Proposed	Year Online	Year Offline
Kerr Lake RWS	02-91-010	Surface	10.000		2012	

Demand v/s Percent of Supply

	2007	2010	2020	2030	2040
Surface Water Supply	10.000	10.000	10.000	10.000	10.000
Ground Water Supply	0.000	0.000	0.000	0.000	0.000
Purchases	0.000	0.000	0.000	0.000	0.000
Future Supplies		0.000	10.000	10.000	10.000
Total Available Supply (MGD)	10.000	10.000	20.000	20.000	20.000
Service Area Demand	1.960	2.694	3.701	4.200	4.548
Sales	4.040	7.090	7.090	7.090	7.090
Future Sales		0.000	0.000	0.000	0.000
Total Demand (MGD)	6.000	9.784	10.791	11.290	11.638
Demand as Percent of Supply	60%	98%	54%	56%	58%

What demand management practices do you plan to implement to reduce your future supply needs?

What supplies other than those listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

Kerr Lake RWS is currently working on ways to conserve water in addition to expanding our treatment plant. The demand for Kerr Lake is the sum of the projected demand for the population of Henderson along with the maximum contracted amount available to Franklin County, Oxford, and Warren County. Although the combined committed amount is near 100% Demand versus Percent of Supply for 2010, the demand for these systems is less than 80% of their contracts.

Additional Information

Has this system participated in regional water supply or water use planning? Yes, The Water Master Plan Phase II dated March 1999

What major water supply reports or studies were used for planning? The Water Master Plan Phase II dated March 1999

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, management, permitting, and compliance issues: Kerr Lake RWS needs a backup filter backwash system, clearwell roof repairs, new chemical feed & storage, flash mix & flocculation equipment & improvements.

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to its customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.



North Carolina Department of Environment and Natural Resources
Division of Water Resources

Beverly Eaves Perdue
Governor

Thomas A. Reeder
Director

Dee Freeman
Secretary

October 31, 2011

Clarissa Lipscomb
Kerr Lake Regional Water System
PO Box 1434
Henderson, NC 27536

Subject: LWSP Meets Minimum Criteria
Kerr Lake Regional Water System
PWSID#: 02-91-010
Vance County

Dear Clarissa Lipscomb,

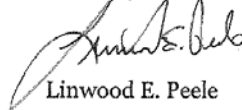
This letter is to notify you that our staff has reviewed the information contained in the 2007 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for the Kerr Lake Regional Water System hereby meets the minimum criteria established in North Carolina General Statute 143-355 (l).

Your water system's 2007 LWSP is now viewable online from the *Local Water Supply Plans* link at <http://www.ncwater.org/>. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2007 LWSP complete.

The 2007 LWSP must next be adopted by your water system's governing board; a model resolution is enclosed for guidance. A copy of the signed resolution must be submitted to Linwood Peele, Chief of our Water Supply Planning Section, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Linwood Peele at linwood.peele@ncdenr.gov or (919) 715-5455 if we can be of further assistance.

Sincerely,



Linwood E. Peele

Enclosure

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Dec 11 Regular Meeting

8 December 2011

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

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

RE: CAF: 11—35
Consideration of Approval of Resolution 11—120, Supporting Urban Progress Zone Designation.

Ladies and Gentlemen:

Council Core Values Addressed By This Item:

- KSO 3: Enhanced Economic Development: To create new jobs and investment, expand the tax base and increase the per capita income.

Recommendation:

- Approve Resolution 11—120, Supporting Urban Progress Zone Designation.

Executive Summary

The designation of an Urban Progress Zone will provide yet another “tool in the toolbox” for Henderson/Vance Economic Development Commission’s (EDC) efforts to encourage and realize new and expanded economic development opportunities in the City. The program is sponsored by the NC Department of Commerce. EDC Executive Director Stuart Litvin has agreed to prepare the application for designation for the City. The attached Resolution is necessary in order for the application process to continue.

Enclosures:

1. Resolution 11—120
2. UPZ Information Packet

RESOLUTION

11—120

A RESOLUTION SUPPORTING URBAN PROGRESS ZONE DESIGNATION

WHEREAS, the Henderson City Council (Council) conducted its Annual Strategic Planning Retreat in January 2011 and identified eight (8) Key Strategic Objectives (KSO); *and*

WHEREAS, this Resolution addresses one (1) of the KSO's as follows: KSO 3: Enhanced Economic Development, said KSO identifying the need for economic development and creation of value added jobs, expansion of the tax base and increasing per capita income; *and*

WHEREAS, the purpose of the State of North Carolina Urban Progress Zone program is to provide economic incentives to stimulate new investment and job creation in economically distressed urban areas; *and*

WHEREAS, the City of Henderson has a zone within its corporate boundary that meets the criteria for designation as Urban Progress Zone, said area being where more than 20 percent of the population is below the poverty level according to the most recent Federal decennial census.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY request a written determination from the Secretary of Commerce of the State of North Carolina declaring this area satisfies the criteria and quality as Urban Progress Zone(s) under NCGS 143B-437.09.

The foregoing Resolution 11—120, introduced by Council Member ***** and seconded by Council Member ***** on this the 12th day of December 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. **.*

Guidelines for Establishing State of North Carolina Urban Progress Zones

1. Intent

As authorized in § 143B-437.09, the purpose of the State Urban Progress Zones is to provide economic incentives to stimulate new investment and job creation in economically distressed urban areas. A State Urban Progress Zone is an area comprised of one or more contiguous census tracts, census block groups, or both, or parts thereof, in the most recent federal decennial census that meets all conditions listed in section 2 of this document.

2. Qualifying an Area for Designation

The basis for identifying and qualifying an area for a State Urban Progress Zone is contiguous census tracts and census block groups as defined by the most recent decennial United States Bureau of Census. A local government may request the designation of an Urban Progress Zone. Each Zone must meet the minimum criteria specified in the General Statutes and described below.

A State of North Carolina Urban Progress Zone must meet the following minimum criteria specified in the General Statutes:

(a) Urban Progress Zone Defined. – An urban progress zone is an area that meets all of the following conditions:

- (1) It is comprised of part or all of one or more contiguous census tracts, census block groups, or both, in the most recent federal decennial census.
- (2) All of the area is located in whole within the primary corporate limits of a municipality with a population in excess of 10,000 according to the most recent annual population estimates certified by the State Budget Officer.
- (3) Every census tract and census block group that composes the area zone meets at least one of the following conditions:
 - a. It has a population that meets the poverty level threshold. The population of a census tract or census block group meets the poverty level threshold if more than twenty percent (20%) of its population is below the poverty level according to the most recent federal decennial census. twenty percent (20%) of its population is below the poverty level according to the most recent federal decennial census.
 - b. It is located adjacent to a census tract or census block group whose population meets the poverty level threshold and at least fifty percent (50%) of the part of it that is included in the area is zoned as non-residential. No more than thirty-five percent (35%) of the area of a zone may consist of census tracts or block groups that satisfy this condition only.
 - c. It has a population that has a poverty level that is greater than the poverty level of the population of the State and a per capita income that is at least ten percent (10%) below the per capita income of the State according to the most recent federal decennial census, and it has experienced a major plant closing and layoff within the past ten (10) years. A census tract or census block group has experienced a major plant closing and layoff if one its industries has closed one or more facilities in the census tract or census block group resulting in a layoff of at least three-thousand (3,000) employees working in the census tract or census block group and if the number of employees laid off is greater than seven (7%) of the population of the municipality according to the most recent federal decennial census.

(b) **Limitations.** – No census tract or block group may be located in more than one urban progress zone. The total area of all zones within a municipality may not exceed fifteen percent (15%) of the total area of the municipality unless the smallest possible area in the municipality satisfying all of the conditions of subsection (a) of this section exceeds fifteen percent (15%) of the total area of the municipality. In the case of a municipality where the smallest possible area in the municipality satisfying all of the conditions of subsection (a) of this section exceeds fifteen percent (15%) of the total area of the municipality, the smallest possible area in the municipality satisfying all of the conditions of subsection (a) of this section may be designated as an urban progress zone.

(c) **Designation.** – Upon application of a local government, the Secretary of Commerce shall make a written determination whether an area is an urban progress zone that satisfies the conditions and limitations of subsections (a) and (b) of this section. The application shall include all of the information listed in this subsection. A determination under this section is effective until December 31 of the year following the year in which the determination is made. The Department of Commerce shall publish annually a list of all urban progress zones with a description of their boundaries.

The application shall include all of the following requirements in order to be considered for designation:

1. A map showing the census tracts and block groups that would comprise the zone.
2. A detailed description of the boundaries of the area that would comprise the zone.
3. A zoning map for the municipality with the proposed zone clearly delineated upon it.
4. Detailed census information on the municipality and the proposed zone.
5. A resolution of the governing body of the municipality requesting the designation of the area as an urban progress zone. If applying under §143B-437.09(a)(3)c, you must state in the resolution that the proposed area has met all requirements set forth in this section.
6. Any other material required by the Secretary of Commerce.

3. Assistance with Preparation of an Application for Zone Designation.

Assistance with preparation of the application for Urban Progress Zone Designation is available at the North Carolina Division of Community Assistance. Regional Offices may provide assistance with these guidelines. Contacts at these offices are provided on Attachment C.

Additional information related to North Carolina demographics can be found at <http://demog.state.nc.us/>

4. Submittal Information and Approval Process Information.

1. **Who may apply?** Local municipal governments with a population greater than 10,000 may apply for zone designation. Action by the governing body is required for local government applicants. Local governments are encouraged to hold a public hearing prior to acting on a zone application. **UP Zones will only be designated within corporate limits of the municipality submitting the application.**

2. Submit the completed application form to: J. Keith Crisco, Secretary
NC Department of Commerce
UPZ & AGZ Applications
Division of Community Planning
4313 Mail Service Center
Raleigh, NC 27699 - 4313

3. The Secretary of Commerce will designate areas that meet statutory criteria. A determination of application is effective until December 31 of the year following the year in which the determination was made.
4. For information concerning the status of an application, applicants may call Will Best at (919) 571-4900
Email – Wbest@nccommerce.com
5. If an application is unsigned, incomplete or inaccurate, it will be returned to the applicant at the address on the application. The UP Zone application is in digital format containing macros. You must enable macros in order for the calculations to function. **HANDWRITTEN APPLICATIONS WILL NOT BE ACCEPTED**
6. Please send electronic copy of your completed application to Wbest@nccommerce.com
7. An applicant will be notified by mail as to whether the application is approved or disapproved.

5. Detailed instructions to complete the Application for Zone Designation.

Section I.

1. Municipality: This is the municipality in which the proposed Urban Progress Zone is primarily located.
2. Municipality Population: This is the most recent annual estimate of population certified by the Office of State Demographics - Internet address: <http://demog.state.nc.us/>.
3. Applicant Information: The applicant is limited to local municipal government. Be sure to designate a contact person to respond to any questions about the application.

Section II.

Census Tract Data: Each census tract and block group must be entirely or partially within the current municipal limits, as those limits exist on the date of the application for Zone Designation. **Applications will be returned if the wrong census data is used. Be certain to follow these instructions exactly.**

A1 and A3

Census Tract and/or Block Group Number: This number is determined by locating census tracts and/or block groups on census tract/block group maps. Many municipalities have census maps for their jurisdiction. Other census data centers are listed on Attachments A and B. (Hint: Each census tract and block group must be partially within the municipal boundaries.)

A4

Total Area: This number is the total area in square miles of the census tract or block group.

A5

Total Population: Locate data on the 2000 Census of Population and Housing **Summary File 3** (http://factfinder.census.gov/home/saff/main.html?_lang=en), at the enclosed listing of Census Data Centers. When analyzing total population from the data CD, locate the total population statistic in the Census Tract/Block Numbering Area (Totals) or Block Group (Totals), depending on what geographic identifier you are utilizing (i.e. tract or block group). Determine the population by the 100-Percent Count of Persons (P3). **Applicant must have a municipal population greater than 10,000.**

A6

Total Population Below Poverty: This function shall be performed manually. (SF3 File 3 P87 POVERTY STATUS) For each census tract or block group, perform this calculation. Divide the Income in 1999 below poverty level of the census tract and/or block group by the Total Population. This will calculate the percent below poverty of the census tract and/ or block group. Round to the nearest whole person.

A7

Percent Below Poverty: This statistic will be calculated for you. Select the General Profiles and scroll down to Income and Poverty; you will locate the Percent below Poverty under this heading. (Hint: This number should not include the hundredths decimal. If a census tract or block group has less than 20.00% below poverty it does not qualify.

A8

Percent that is Zoned as Nonresidential: This figure will be automatically calculated for you in the application.

A9

Is the census tract or block group contiguous to a census tract or block group with at least 20% poverty? Check YES or NO.

Section II. B

The data submitted in this section are for census tracts and block groups that are NOT entirely located within the proposed UPZ. Refer to § 143B-437.09 (d)

Columns 1 through 10 are the same as section II A.

Note: B4 requires Total Area (sq miles) within City Limits. B8 requires Total Area (sq miles) zoned as nonresidential within City Limits

Section III.

Zone Eligibility and Description

A. Total area of the proposed zone: This will be done automatically.

B. Does your municipality have an existing UPZ at the time of your application? There is a dropdown arrow that will allow you to select Yes or No. Be sure to total all current and pending zones.

C. Combined Total Area: These figures will be automatically calculated for you in the application.

D. Check the box to certify that the total area of the zones does not exceed 15% of the total area of the municipality. § 143B-437.09 (a)

E. Total Area Zoned as Nonresidential: These figures will be automatically calculated for you in the application.

F. Detailed description of the boundaries of the area that would comprise the zone. Please be specific. Note: Double click the box to enter MS Word.

Section IV.

Acknowledgements and Signature

Check the box to acknowledge the required criteria has been included and satisfied.

Signature:

The Chief Elected Official shall sign the application form. The signature certifies official action to apply for zone designation by the governing body.

Note: *Unsigned, incomplete, or inaccurate applications will be returned to the Applicant.*

Attachment A

Department of Commerce - Business/Industry Regional Offices

Western Regional Department of
Commerce Office (Lenoir)
P.O. Box 429
602 Morganton Blvd. S.W.
Lenoir, North Carolina 28645
828/757-5651 FAX: 828/754-8856

Western Regional Department
of Commerce Office (Fletcher)
3 General Aviation Drive
Fletcher, North Carolina 28732
828/654-9852 FAX 828/654-9859

Carolinas Regional Department
of Commerce Office (Charlotte)
8210 Univ. Exec. Park Dr. Suite 260
Charlotte, North Carolina 28262
704/547-5750 FAX: 704/547-5747

Global Transpark Regional
Department of Commerce (Greenville)
601-H Country Club Drive
Greenville, North Carolina 27834
252/355-9048 FAX: 252/355-9051

Southeastern Regional Department
of Commerce Office (Fayetteville)
Wachovia Building, Suite 802
Fayetteville, North Carolina, 28301
910/486-1549 FAX: 910/486-1826

Western Regional Department
of Commerce Office (Bryson City)
Economic Agrarian Growth Rep.
P.O. Box 1940
50 Main Street, Room 228
Bryson City, North Carolina 28713
828/488-0300 FAX: 828/488-3950

Piedmont Triad Regional
Dept. of Commerce Office (Greensboro)
7025 Albert Pick Rd, Suite 303
Greensboro, North Carolina 27409
336/668-0474 FAX: 336/668-2164

Research Triangle Regional
Department of Commerce Office (Raleigh)
301 N. Wilmington Street, P.O. Box 29571
Raleigh, North Carolina 27626-0571
919/733-5148 FAX: 919/733-9299

Northeastern Regional
Department of Commerce Office (Edenton)
P.O. Box 405
119 W. Water Street
Edenton, North Carolina 27932
252/482-2444 FAX: 252/482-7444

Attachment B

Census Data Locations - Public Libraries

Mecklenburg Public Library of Charlotte & Mecklenburg County 310 North Tryon St. Charlotte, NC 28202 (704) 336-2980 <i>Have data for 13 counties</i>	Appalachian University Belk Library Boone, NC (828) 262-2186
Cumberland County Public Library 300 Maiden Lane Fayetteville, NC (910) 483-3745	Western Carolina University Hunter Library Cullowhee, NC (828) 227-7316 <i>Have data for limited area</i>
UNC - Asheville D. Hiden Ramsey Library 1 University Heights Asheville, NC 28804-8504 (821) 251-6336 <i>Have data for Buncombe Co.</i>	East Carolina University Joyner Library Greenville, NC 27834 (252) 328-6601
UNC - Wilmington Randell Library 601 S. College Rd Wilmington, NC 28403 (910) 962-3272	Duke University Perkins Library Flowers Dr. Durham, NC 27706 (919) 660-5880 <i>Have data for a limited area</i>
State of North Carolina State Library of North Carolina 109 E. Jones St. Raleigh, NC 27601-2807 (919) 733-3270	Forsyth County Library 660 W. Fifth Winston-Salem, NC 27101 (336) 727-2208 <i>Have data for a limited area</i>

Attachment C

Division of Community Assistance Regional Office Information

Asheville Regional Office*

31 College Place
Building B
Asheville, NC 28801
TEL. (828) 251-6914
FAX (828) 251-6918

Raleigh Regional Office*

4313 Mail Service Center
Raleigh, NC 27699 - 4313
TEL. (919) 571-4900
FAX (919) 571-4951

Fayetteville Regional Office

225 Green Street
Fayetteville, NC 28301
TEL. (910) 829-6384
FAX (910) 437-2535

Washington Regional Office*

128 East 2nd Street
Washington, NC 27889
TEL: (252) 974-1308
FAX: (252) 974-2900

Winston Salem Regional Office

8025 North Point Blvd. Suite 256
Winston Salem, NC 27106
TEL. (336) 896-7050
FAX (336) 896-7052

*denotes GIS staff and operations on site

To receive a written determination, this form must be completed, signed, and submitted to the Office of the Secretary at: *Attachment #2*

Via Express Mail
North Carolina Department of Commerce
Office of the Secretary
c/o Will Best, CDD
100 E. Six Forks Rd, 2nd Floor
Raleigh, NC 27605

Note: Zones become effective on January 1, 2007 or the date that the written determination is signed by the Secretary of Commerce, whichever is later, and remain in effect through December 31 of the subsequent year. Once a zone is effective, it may not be rescinded or amended by the applicant.

Name of Municipality (Applicant)	Total Area of Applicant (square miles)	Using the most recent annual population estimate certified by the State Budget Officer, provide the Applicant's population:
Street Address		Applicant's Designated Contact Person for the UPZ (Name & Title)
<Street Address 1>		Phone
<Street Address 2>		Fax
<City, State, Zip>		Email Address

Using 2000 Census data, provide the following information for each contiguous census tract and/or block group included in the proposed UPZ. Please follow the detailed instructions on pages 3 & 4 of the Guidelines exactly. The application will be returned if wrong statistics are used.

Note: If you plan on including a census tract or block group that is not entirely located within the proposed zone (i.e., when the municipal boundary dissects the census tract or block group), you must list it in section II. B. below.

[illegible]

CAF 11-35

Attachment #2

III. Zone Eligibility and Description

- F. Total area of the proposed zone that is zoned as nonresidential (sq. miles): _____ Percent of the total area of the zone: _____
- G. Provide a detailed description of the boundaries of the area that would comprise the zone.

☐ Check the box to acknowledge the following:

- Signature of Chief Elected Official

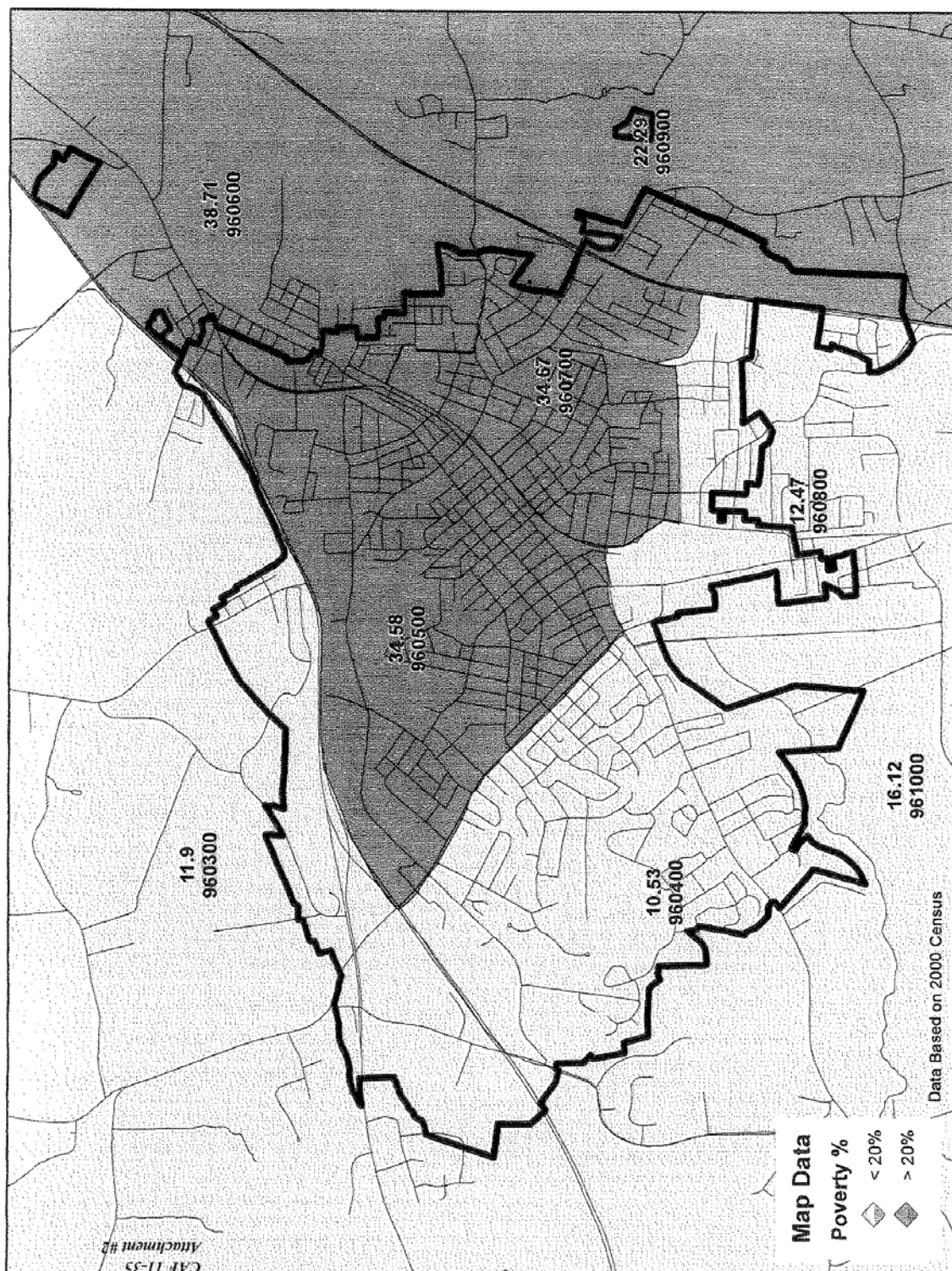
a. Name of Chief Elected Official

b. Title

(Signature of Chief Elected Official)

{Date}

UPZ Application, V.2 - 08/07



slitvin

From: Best, Will [wbest@nccommerce.com]
Sent: Monday, September 26, 2011 8:50 AM
To: slitvin@vancecounty.org
Subject: 26 SEPT 2011; 3J Zones
Attachments: Henderson Research_2011 Tracts.pdf

Attachment (1)

Central and Eastern Henderson are identified as greater than twenty (20%) percent poverty based upon 2000 Census. We are still calculating 2005-2010 data but I don't expect much to have changed. If you have any questions please do not hesitate to contact me.

Will

E-mail correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

This message and any documents attached may contain confidential "trade secrets" defined under GS 66-152(3) in connection with an industrial development project and as such may not be required or authorized to be disclosed to other parties as part of public information requests or other requests. Any tax information contained in this may be confidential and may not be disclosed except as provided in G.S. 105-259

Meetings and Events Calendar

Date	Time	Event	Location
Dec 13 th	3:00 PM	Henderson Community Appearance Committee	City Council Chambers
Dec 15 th	7:00 PM	Human Relations Commission	City Council Chambers
Dec 26 th		CITY HALL CLOSED <i>Happy Holidays</i>	
DEC 27 th		CITY HALL CLOSED FOR HOLIDAYS	
Jan 2 nd 2012	 <i>HAPPY 2012</i>	CITY HALL CLOSED <i>HAPPY NEW YEAR</i>	<i>HAPPY 2012</i> 
Jan 3 rd	3:30 PM	Henderson Zoning Board of Adjustment	City Council Chambers
Jan 4 th	8:00 AM	Clean Up Henderson	Operations Center
Jan 9 th	5:00 PM	H. Leslie Perry Memorial Library Board of Trustees	Library
Jan 9 th	7:00 PM	Regular City Council Meeting	City Council Chambers
Jan 19 th	7:00 PM	Human Relations Commission	City Council Chambers
Jan 23 rd	6:00 PM	City Council Meeting & Work Session	City Council Chambers
Jan 27 th	10:00 AM	Henderson-Vance 911 Advisory Board	Emergency Operations Center
Feb 1 st	8:00 AM	Clean Up Henderson	Operations Center
Feb 6 th	3:30 PM	Henderson Planning Board	City Council Chambers
Feb 7 th	3:30 PM	Henderson Zoning Board of Adjustment	City Council Chambers
Feb 13 th	7:00 PM	Regular City Council Meeting	City Council Chambers
Feb 14 th	3:00 PM	Henderson Community Appearance Committee	City Council Chambers
Feb 16 th	7:00 PM	Human Relations Commission	City Council Chambers
Feb 27 th	6:00 PM	City Council Meeting & Work Session	City Council Chambers
Mar 5 th	3:30 PM	Henderson Planning Board	City Council Chambers
Mar 6 th	3:30 PM	Henderson Zoning Board of Adjustment	City Council Chambers
Mar 7 th	8:00 AM	Clean Up Henderson	Operations Center
Mar 12 th	5:00 PM	H. Leslie Perry Memorial Library Board of Trustees	Library
Mar 12 th	7:00 PM	Regular City Council Meeting	City Council Chambers
Mar 13 th	3:00 PM	Henderson Appearance Committee	City Council Chambers



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: DECEMBER 2, 2011

FIRE SUPPRESSION AND RESCUE ACTIVITY REPORT FOR: NOVEMBER, 2011

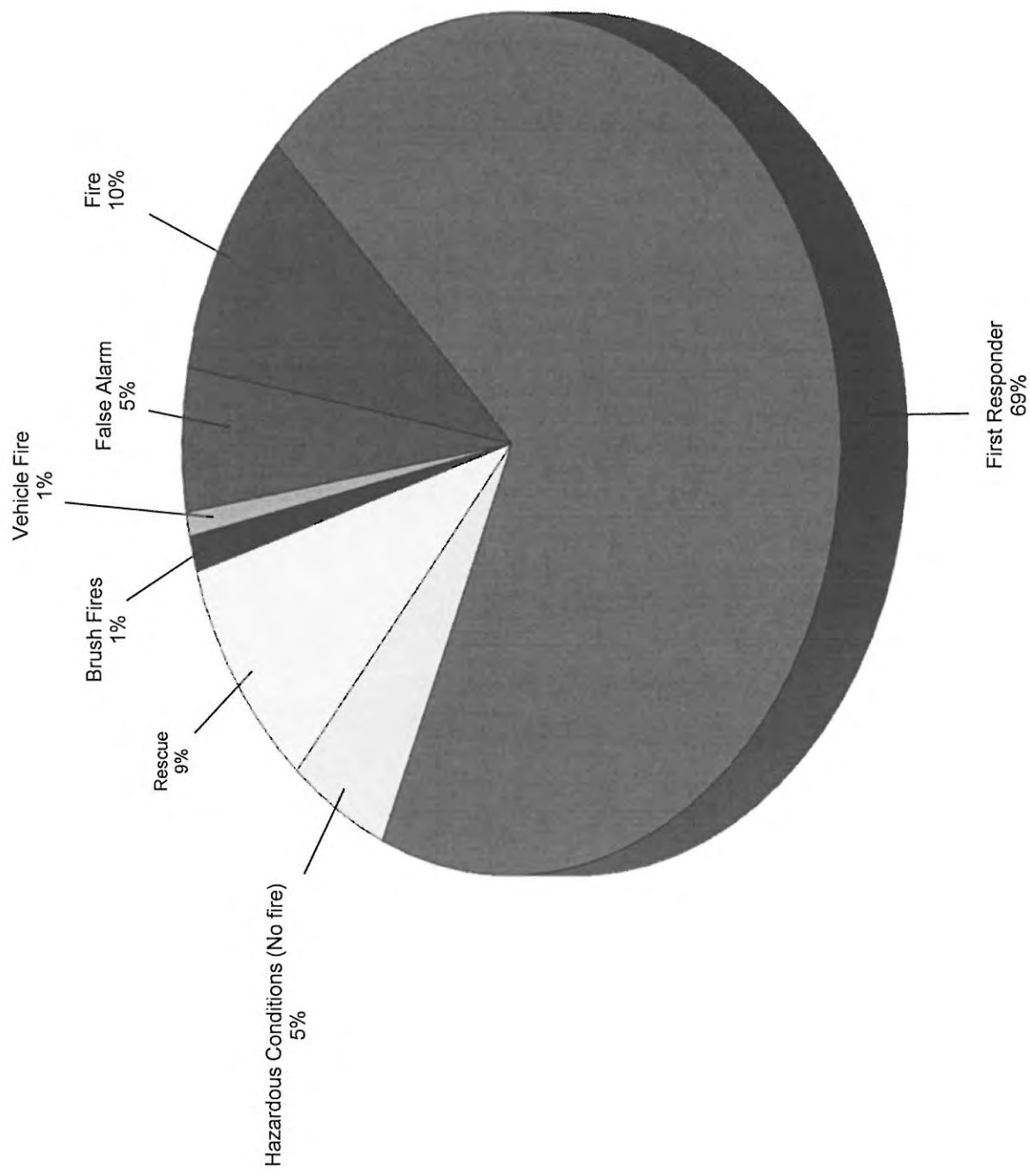
TYPE OF CALL	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
PRIVATE DWELLINGS (1 or 2 Family), Including Mobile Homes	9	6	57
APARTMENTS (3 or More Families)	0	2	14
HOTELS AND MOTELS	0	0	1
ALL OTHER RESIDENTIAL (Dormitories, Boarding Houses, Tents, etc.)	0	0	0
PUBLIC ASSEMBLY (Church, Restaurant, Clubs, etc.)	1	1	5
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
WORKING STRUCTURE FIRE	0	0	14
FIRES IN HIGHWAY VEHICLES (Autos, Trucks, Buses, etc.)	2	0	15
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	3	1	34
FIRES IN RUBBISH, INCLUDING DUMPSTERS (Outside structures), With No Value Involved	7	9	56
ALL OTHER FIRES	0	0	1
RESCUE	20	21	236
FIRST RESPONDER	155	162	1697
FALSE ALARM RESPONSES (Malicious or Unintentional False Calls, Malfunctions, Bomb Scares)	12	28	165
MUTUAL AID OR ASSISTANCE RESPONSES	2	1	9
HAZARDOUS MATERIALS RESPONSES (Spills, Leaks, etc.)	7	6	31
OTHER HAZARDOUS RESPONSES (Arcing wires, Bomb Removal, Power Line Down, etc.)	4	2	21
ALL OTHER RESPONSES (Smoke Scares, Lock-Outs, Animal Rescues, etc.)	2	3	25
TOTALS	224	242	2388

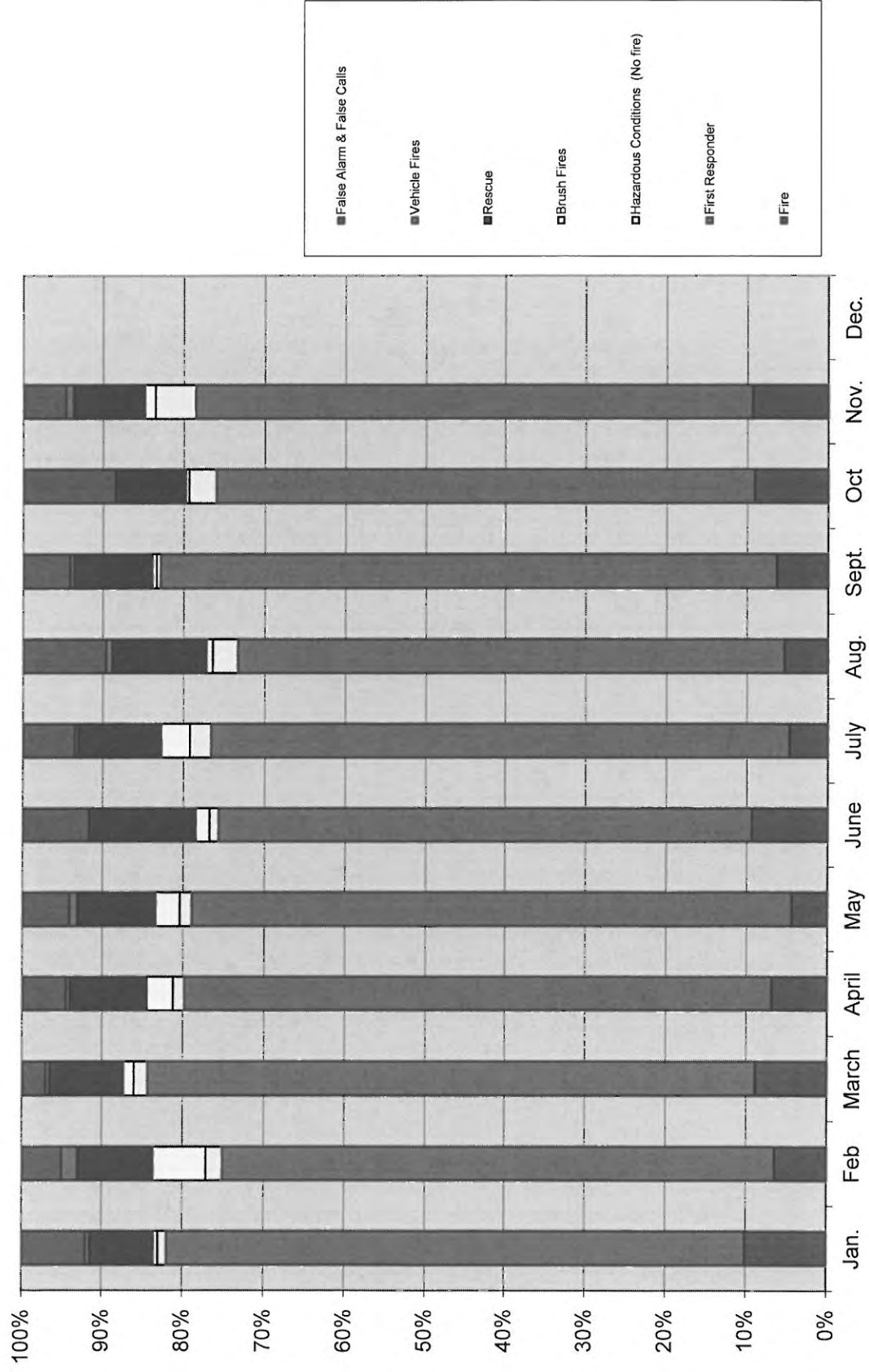
	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
Total Fire Incidents With Property and/or Contents Loss	9	3	79
Total of Property and Contents Value Saved	\$ 307,772.00	\$ 199,300.00	\$ 21,011,083.00

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

Incident Summary For November 2011



YEAR TO DATE SUMMARY BY MONTH FOR 2011



INSPECTION ACTIVITIES REPORT FOR: NOVEMBER, 2011

INSPECTIONS	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
ASSEMBLY	2	2	65
BUSINESS	7	11	226
EDUCATIONAL	0	3	9
HAZARDOUS	0	0	1
INDUSTRIAL	0	0	13
INSTITUTIONAL	1	1	3
MERCANTILE	4	4	79
RESIDENTIAL	0	2	22
STORAGE	0	0	4
DAY CARE	1	3	23
HOME CARE	0	0	0
FOSTER CARE	0	1	10
VACANT	0	1	84
TOTALS	15	28	539

	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
CODE VIOLATIONS	12	70	734
FOLLOW UP INSPECTIONS	3	9	125

FIRE PREVENTION MONTHLY ACTIVITY REPORT FOR: NOVEMBER 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	281	150		480
Smoke Alarms Installed	12	0	5	1	0	7	10	0	3	43	85		166
Batteries Installed in Smoke Alarms	13	8	5	20	7	13	31	13	2	112	158		382
Fire Extinguisher Classes	1	0	0	1	0	0	1	0	2	2	0		7
School / Daycare Presentations	1	0	2	2	6	1	1	0	1	5	1		20
Community / Civic Group Presentations	84	58	53	133	102	73	118	123	3	2	3		752
Station Tours	2	2	2	1	1	2	4	2	1	1	0		18
Total Participants in Fire & Life Safety Programs	258	57	342	1787	1168	128	194	1837	60	1500	1000		8331
Community / Business Displays	0	0	1	5	1	0	0	4	0	2	0		13
Child Safety Seat Clinics	0	1	0	0	0	1	0	0	0	0	1		3
Child Safety Seats Inspected	11	29	6	11	3	5	2	2	0	0	5		74
Child Safety Seats Distributed	4	12	4	6	1	2	0	2	2	2	2		37

MONTHLY CITATION REPORT FOR THE MONTH OF: NOVEMBER 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					7
Lowes/Hardware					0
Maria Parham Hospital					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		8		21	69
Walgreens					0
TOTALS	0	8	0	21	91

TRAINING DIVISION PRODUCTIVITY - November 2011

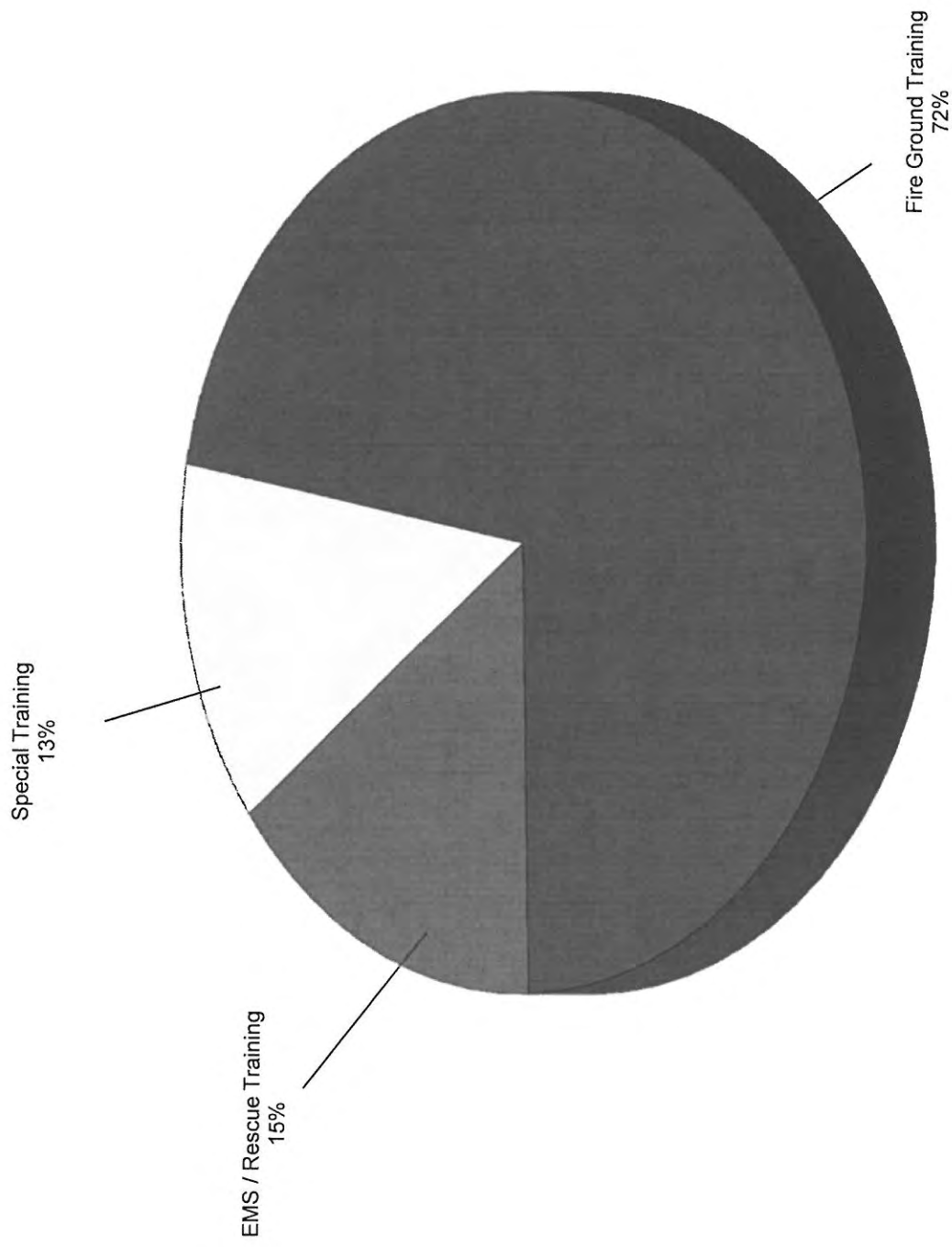
Henderson Fire Department

Types of Courses Taught	Course Hours Taught	Man-hours of Training
Fire Ground Training	127.5	685.5
EMS / Rescue Training	16	144
Special Training	89	125

Totals	232.5	954.5
--------	-------	-------

	Course Hours Taught	Man-hours of Training
PREVIOUS MONTH TOTAL	153.5	896.5
YEAR - TO - DATE TOTAL	1,904.00	10,102.0

Training Hours by Category - November 2011



Fire Department Regulatory Compliance

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

HENDERSON-VANCE COUNTY 911

NUMBER OF CALLS REPORT BY COMPLAINT (ALL UNITS)

TOTAL

6,099

TIME PERIOD:10/21/2011 09:00:00 Through 11/20/2011 23:59:59

DEPARTMENT	COMMENT	TOTAL	COUNTY	CITY	STATE	OTHER
DATA WITH NO DEPARTMENT		205				205
AFTON VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	0	0			
AMERICAN RED CROSS	Other Dispatch	0				0
BEARPOND VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	41	41			
COKEBURY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	19	19			
CSX RAILROAD	Other Dispatch	0				0
DREWRY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	13	13			
CENTURYLINK	Other Dispatch	0				0
EPSOM VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	11	11			
HENDERSON FIRE DEPARTMENT-STA 1	City Dispatch	379		379		
HENDERSON FIRE DEPARTMENT-STA 2	City Dispatch	175		175		
HENDERSON POLICE DEPARTMENT	City Dispatch	2,241		2,241		
HENDERSON STREET DEPT	City Dispatch	3		3		
HENDERSON WATER DEPARTMENT	City Dispatch	26		26		
HICKSBORO VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	15	15			
KITRELL VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	16	16			
NORTH CAROLINA DEPT OF PARKS	State Dispatch	1			1	
NORTH CAROLINA DEPT OF TRANSPORTATION	State Dispatch	13			13	
NORTH CAROLINA DIVISION OF MOTOR VEHICLES	State Dispatch	0			0	
NORTH CAROLINA FORESTRY SERVICE	State Dispatch	4			4	
NORTH CAROLINA MAGISTRATE OFFICE	State Dispatch	1			1	
NORTH CAROLINA MEDICAL EXAMINER	State Dispatch	2			2	
NORTH CAROLINA PROBATION & PAROLE	State Dispatch	1			1	
NORTH CAROLINA STATE HIGHWAY PATROL	State Dispatch	74			74	
NORTH CAROLINA UNDERWATER RECOVERY	Other Dispatch	1			1	
NORTH CAROLINA WILDLIFE	State Dispatch	1			1	
PROGRESS ENERGY	Other Dispatch	8				8
PUBLIC SERVICE GAS	Other Dispatch	1				1
RIDGEWAY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	4	4			
TOWNSVILLE VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	13	13			
VANCE COUNTY AMBULANCE SERVICE (EMS)	City & County Dispatch-actual	510	159	246		105
VANCE COUNTY ANIMAL CONTROL	County Dispatch	81	81			
VANCE CO DEPT OF SOCIAL SERVICES	County Dispatch	1	1			
VANCE COUNTY EMERGENCY MANAGEMENT	City & County Dispatch	3	3			
VANCE COUNTY FIRE DEPARTMENT	County Dispatch/FIRE	98	98			
VANCE COUNTY RESCUE SQUAD	County Dispatch	34	34			
VANCE COUNTY SHERIFF DEPARTMENT	County Dispatch	2,918	2,918			
WAKE ELECTRIC COOPERATIVE	Other Dispatch	1				1
WATKINS VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	10	10			
TOTALS		6,924	3,436	3,070	98	320

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

Signature: Brian K. Short
 Reviewed by: Brian K. Short, Director
 11/30/2011

HENDERSON-VANCE CO 911

Number Of Calls Report by Department (All Units)

First Date: 10/21/2011

Jurisdiction: HEN-VAN

Last Date: 11/20/2011

	<i>Department</i>	<i>Number</i>
1	Data with no Department.	205
2	BVFD	41
3	CVFD	19
4	DOT	13
5	DSS	1
6	DVFD	13
7	EM	3
8	EMS	510
9	EVFD	11
10	FOR	4
11	GAS	1
12	HFD1	379
13	HFD2	175
14	HPD	2241
15	HVFD	15
16	KVFD	16
17	ME	2
18	MO	1
19	NCUR	1
20	PARK	1
21	PE	8
22	PROB	1
23	SHP	74
24	STRE	3
25	TVFD	13
26	VCAC	81
27	VCFD	98
28	VCR	34
29	VCSO	2918
30	WAKE	1
31	WATE	26
32	WILD	1
33	WVFD	10

Total: 6099

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: 10/21/2011

Last Date: 11/20/2011

Complaint		Number
911HU	911 HANG UP CALL	79
ABAND	ABANDONED OR JUNKED CARS	1
ABDOM-EMD	ABDOMINAL PAIN OR PROBLEMS	20
ABNV	ABANDONED VEHICLE	2
ACC-PD	ACCIDENT PROPERTY DAMAGE	118
ACC-PI	ACCIDENT PERSONAL INJURY	33
ALARM	ALARM RESIDENCE OR BUSINESS	219
ALARMFALSE	ALARM FALSE	117
ALARMMED	ALARM MEDICAL	6
ALLERG-EMD	ALLERGIC REACTION / ENVENOMATIO	3
ANIMAL-EMD	ANIMAL BITE / ATTACK	3
ANIM	ANIMAL COMPLAINT/VISCIOUS ANIMAL	65
ARMED SUSP	ARMED SUSPECT (MAN WITH A GUN)	12
ARRE	ARREST	1
ASAG	ASSIST OTHER AGENCY	10
ASMO	ASSIST MOTORIST	61
ASSAULT-EMD	ASSAULT OR SEXUAL ASSAULT - IN PR	5
ASSAULT-EMD	ASSAULT OR SEXUAL ASSAULT	46
BACKPAIN-EMD	BACK PAIN (NON-TRAUMATIC)	2
BE MV	BREAKING AND ENTERING TO A MOTOC	34
BOMB	BOMB THREAT	1
BON	BONDING	111
BONDSET	BOND SET	3
BREATH-EMD	BREATHING PROBLEMS	64
BURG-IP	BURGLARY/B&E IN PROGRESS	7
BURGLARY	BURGLARY	108
BURNS-EMD	BURNS (SCALDS) OR EXPLOSIONS (EM	2
CARBON-EMD	CARBON MONOXIDE / INHALATION / H	1
CAR	CARELESS AND RECKLESS DRIVER	37
CARDIAC-EMD	CARDIAC/RESPIRATORY ARREST OR I	4
CHASE	CHASE	1
CHESTPAI-EMD	CHEST PAIN	34
CHILD-ABU	CHILD ABUSE OR NEGLECT	1
CHIVEH	CHILD LOCKED IN VEHICLE	1
CHOKING-EMD	CHOKING	4
CIVDIS	CIVIL DISPUTE	77
COMTHR	COMMUNICATING THREATS	9
CONVULS-EMD	CONVULSIONS / SEIZURES	28
DIABETIC-EMD	DIABETIC PROBLEMS	21
DIRTRF	DIRECTING TRAFFIC/TRAFFIC CONTRI	6
DISO	DISORDERLY PERSON	56
DOMEIP/W	DOMESTICE DISPUTE - IN PROGRESS,	6
DOM-PROB	DOMESTIC PROBLEM	91
DRUGALC	DRUG OR ALCOHOL COMPLAINT	40
DRUNKDRIV	DRUNK DRIVER	6
DVO	DOMESTIC VIOLENCE ORDER	4
ELECTROC-EMD	ELECTROCUTION / LIGHTNING	2
EMERG TRANS	EMERGENCY TRANSPORT	5
ESCO	ESCORT	195
EVICION	EVICION CARRIED OUT	25
FALLS-EMD	FALLS (SUBJECT FALLEN)	50
FIGHT	FIGHT	31

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 10/21/2011

Last Date: 11/20/2011

<i>Complaint</i>		<i>Number</i>
FIGHT-IP/W	FIGHT IN PROGRESS/W-WEAPONS	2
FIRE AL	FIRE ALARM	25
FIRE BRU	BRUSH/GRASS FIRE	8
FIRE CHIM	CHIMNEY FIRE	2
FIRE DUMP	DUMPSTER FIRE	5
FIRE ELEC	ELECTRICAL FIRE	7
FIRE GRE	GREASE FIRE	1
FIRE SMOKE	SMOKE REPORT	10
FIRE STRUC	STRUCTURE FIRE	10
FIRE VEHI	VEHICLE FIRE	6
FRAUD	FRAUD/FORGERY	15
FUELSPIII	FUEL SPILL	2
GASLEA	GAS LEAK	4
HARR	HARRASSMENT/THREATS	46
HEADACHE-EMD	HEADACHE	10
HEART-EMD	HEART PROBLEMS - AICD	8
HEMORR-EMD	HEMORRHAGE / LACERATION	13
HOMEINV	HOME INVASION	5
HRPD	HIT & RUN PD	32
HRPI	HIT & RUN PI	2
ILL-DUMP	ILLEGAL DUMPING	65
INDEXPO	INDECENT EXPOSURE	1
INSPECTION	FIRE INSPECTION	163
INTPERS	INTOXICATED PERSON	22
INVE	INVESTIGATE ----- AT	719
IPV	IMPROPERLY PARKED VEHICLE	19
JUV	JUVENILE PROBLEMS	40
KIDN	KIDNAPPING/FELONIOUS RESTRAINT	1
LARC	LARCENY - ALREADY OCCURRED	151
LOIT	LOITERING COMPLAIN	4
LOST	LOST PROPERTY	4
LOUD	LOUD MUSIC	81
MEN	MENTAL SUBJECT	51
MISS	MISSING PERSON	12
OPEN	OPEN DOOR/WINDOW	9
OVERDOSE-EMD	OVERDOSE / POISONING (INGESTION)	7
PDAMG	PROPERTY DAMAGE ALREADY OCCUR	107
PDMGIP	PROPERTY DAMAGE IN PROGRESS	2
PREGNANT-EMD	PREGNANCY/CHILDBIRTH/MISCARRIA	8
PROW	PROWLER	29
RAPE	RAPE	1
RECFSI	RECOVERED/FOUND PROPERTY	19
ROBARM	ROBBERY ARMED	8
ROBBERY	ROBBERY	3
RUN	RUNAWAY	7
SHOP	SHOPLIFTER	22
SHOTS	SHOTS FIRED	94
SICK-EMD	SICK PERSON	86
SPEC	SPECIAL ASSIGNMENT	1
STABBING-EMD	STABBING / GUNSHOT / PENETRATING	5
STOLV	STOLEN VEHICLE	7
STROKE-EMD	STROKE (CVA)	13

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 10/21/2011

Last Date: 11/20/2011

<i>Complaint</i>		<i>Number</i>
SUBINCUS	SUBJECT IN CUSTODY	34
SUMMONS	CIVIL / CRIMINAL SUMMONS	792
SUPSUB	SUSPICIOUS SUBJECT	117
SURR	SURRENDER	10
SUSPAC	SUSPICIOUS PACKAGE	1
SUSVEH	SUSPICIOUS VEHICLE	106
TEST	TEST CALL	73
Traffic Stop	VEHICLE STOP	274
TRANSPORT	TRANSPORT	11
TRAUMA-EMD	TRAUMATIC INJURY (SPECIFY IN NARI	8
TREEDWN	TREE DOWN	5
TRES	TRESPASSING SUSPECT	101
UNAUTHVEH	UNAUTHORIZED USE VEHICLE	21
UNCONC-EMD	UNCONCIOUS / FAINTING OR NEAR	36
UNKNOWN-EMD	UNKNOWN PROBLEM (MAN DOWN)	6
WARRANT	WARRANT	627
WATER	WATER RELATED PROBLEM	28
WRIT	WRIT OF EXECUTION	4
XRAY	COURTHOUSE X RAY DUTY	3

Report Total: 6099