



## **AGENDA**

**Henderson City Council Regular Short Meeting  
Monday, 23 July 2012, 6:00 p.m.**

**R. G. (Chick) Young, Jr. Council Chambers, Municipal Building  
134 Rose Avenue  
Henderson, North Carolina**

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

Mayor James D. O'Geary, Presiding

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

Councilmember Brenda G. Peace—Jenkins  
Councilmember Garry D. Daeke  
Councilmember Vernon L. Brown  
Councilmember George M. Daye

### **City Officials**

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

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

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

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

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

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

**VI. APPROVAL OF MINUTES**

a) 9 July 2012 Regular Meeting [*See Notebook Tab 1*]

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

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

**VIII. NEW BUSINESS**

a) Consideration of Approval of Resolution 12-59, Acceptance of a Drinking Water State Revolving Fund (DWSRF) Loan in the Amount of \$1,129,000 for Replacement of a Kerr Lake Regional Water High Service Pump; and 2) Ordinance 12-48, FY13 Budget Amendment #2 Establishing the Budget for Above Mentioned Project. (CAF 12-88) [*See Notebook Tab 2*]

- Resolution 12-59
- Ordinance 12-48

b) Consideration of Approval of Resolution 12-A-34, Accepting the 2012 BJA Grant in the Amount of \$17,120; and Ordinance 12-49, FY13 Budget Amendment #3 Establishing the 2012 BJA Grant Project Budget. (CAF 12-A-45) [*See Notebook Tab 3*]

- Resolution 12-A-34
- Ordinance 12-49

c) Consideration of Approval of Resolution 12-65, Approval of a Water Sales Agreement with Vance County for Phases 2-A and 2-B. (CAF 12-94) [*See Notebook Tab 4*]

- Resolution 12-65

d) Consideration of Approval of Resolution 12-61, Council Committee Appointments. (CAF 12-90) [*See Notebook Tab 5*]

- Resolution 12-61

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

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

## **XII. REPORTS**

- a) Mayor/Mayor Pro-Tem
- b) City Manager
- c) City Attorney
- d) City Clerk
  - i. Calendar Notes and Schedule Update [*See Notebook Tab 6*]
  - ii. Proclamations/Recognitions
    - The Henderson Rec Players

## **XIV. CLOSED SESSION**

- a) Pursuant to G.S.§143-318.11 (a)(4) for an Economic Development Matter

## **ADJOURNMENT**

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

The Mayor and City Council welcome and encourage citizens to attend City Council meetings and to offer comments on matters of concern to them. Citizens are requested to review the following public comment guidelines prior to addressing the City Council.

- 1) Citizens are requested to limit their comments to five minutes; however, the Mayor, at his discretion, may limit comments to three minutes should there appear to be a large number of people wishing to address the Council;
- 2) Comments should be presented in a civil manner and be non-personal in nature, fact-based and issue oriented. Except for the public hearing comment period, citizens must speak for themselves during the public comment periods;
- 3) Citizens may not yield their time to another person;
- 4) Topics requiring further investigation will be referred to the appropriate city official, Council Committee or agency and may, if in order, be scheduled for a future meeting agenda;
- 5) Individual personnel issues are confidential by law and will not be discussed. Complaints relative to specific individuals are to be directed to the City Manager;
- 6) Comments involving matters related to an on-going police investigative matter and/or the court system will not be permitted; and
- 7) Citizens should not expect specific Council action, deliberation and/or comment on subject matter brought up during the public comment section unless and until it has been scheduled as a business item on a future meeting agenda.

**City Council Minutes--DRAFT**  
**Regular Meeting**  
**9 July 2012**

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**PRESENT**

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

**ABSENT**

Council Member Lonnie Davis, Jr.

**STAFF PRESENT**

City Manager Ray Griffin, City Attorney John Zollicoffer, City Clerk Esther J. McCrackin, Assistant City Manager Frank Frazier, Finance Director Katherine C. Brafford, Planning Director Erris Dunston, Police Chief Keith Sidwell, Fire Chief Danny Wilkerson, Recreation and Parks Director Alan Gill, Code Compliance Director Corey Williams, Engineering Director Peter Sokalski, and Human Resources Director Cathy Brown. Also present, Director Youth Services Donna Stearns, Program Supervisor Linwood Martin, and Program Specialist William Ragland

**CALL TO ORDER**

The 9 July 2012 Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:02 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.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

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

Mayor O'Geary thanked everyone for attending and said it is always good to see concerned citizens. He went on to say that because of his health, Council Member Davis is unable to attend this evening. Mr. Davis said he was very sorry he could not attend and extended his very best to the Council

## **ADJUSTMENTS TO/APPROVAL OF AGENDA**

Mayor O'Geary asked if there were any adjustments to the Agenda. No adjustments were made to the Agenda. Mayor O'Geary then asked for the pleasure of Council. Council Member Inscoe moved to accept the Agenda as presented. Motion seconded by Council Member Peace-Jenkins and unanimously approved.

## **APPROVAL OF MINUTES**

Mayor O'Geary asked for any corrections to and/or approval of the minutes. City Attorney Zollicoffer said he misspoke during the 25 June Short Regular Meeting when he said a performance bond would be required from Municipal Engineering. Attorney Zollicoffer clarified service firms are not required to present performance bonds. Council Member Peace-Jenkins moved to accept the adjusted minutes for 25 June 12 Short Regular Meeting and the 25 June 12 Work Session minutes as presented. Motion seconded by Council Member Daye and unanimously approved.

## **PRESENTATIONS/RECOGNITIONS**

Economic Development Director Stuart Livin introduced the North Carolina Deputy Secretary of Commerce, Dale Carroll who attended both the County Commissioners Meeting and this Council meeting, stating that the County/City are among an elite group as part of the Certified Industrial Site Program. Mr. Carroll said North Carolina is the first state to implement such a program, and Triangle North and Henderson-Vance Industrial Park have exceeded the qualifications of this program. He then congratulated Mayor O'Geary and Mr. Sam Watkins by presenting each with a plaque. Mr. Carroll concluded saying both commercial parks will be heavily promoted on North Carolina's ecommerce site for heightened visibility of the areas.

## **PUBLIC HEARING**

### **Eliminating Distance Restrictions on Electronic Gaming Operations Within Shopping Centers.** (*Reference: CAF 12-A-66; Ordinance 12-08*)

City Manager Griffin asked Planning Director Erris Dunston to come forward and respond to Council regarding their questions during the previous meeting. Ms. Dunston explained that the Planning Board proposed the addition of a sentence to Section 670B1 eliminating distance restrictions on internet cafes within shopping centers relative to Unified Business Developments (UBD). She said not all strip malls fall under the UBD.

Council Member Daeke asked about the distance requirements for UBDs. Ms. Dunston said UBDs typically have more than a 50 foot set back from all property lines and require landscaping. Council Member Rainey asked about the 250 foot separation between two cafes. Ms. Dunston said that would not be required if the restrictions are eliminated.

With no discussion, Mayor O'Geary opened the Public Hearing by asking if there was anyone present who wished to speak in favor of this ordinance. No one came forward so Mayor O'Geary asked if anyone present wished to speak in opposition to the ordinance. No one came forward.

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

Council Member Rainey moved the approval of Ordinance 12-08, *Eliminating Distance Restrictions on Electronic Gaming Operations Within Shopping Centers*. No motion was made to second the motion so the motion died. (See Ordinance Book 8, p. 367)

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

The City Clerk advised the Mayor and Council Members that no citizen wished to address Council.

## **OLD BUSINESS**

**Authorizing the Assignment of Current Contract with O'Brien and Gere for Engineering Services for Various Projects, Including the Sanitary Sewer Replacement Project, to Municipal Engineering Co., P.A.** (Reference: CAF 12-A-74; Resolution 12-51)

City Manager Griffin asked Assistant City Manager Frazier to review this issue for Council. Mr. Frazier apologized again that the contracts were not available prior to the 25 June meeting and reminded Council that O'Brien and Gere is closing its municipal division and the City's main contact at O'Brien and Gere, Dr. Mike Acquesta, P.E., has taken a position with Municipal Engineering Co., P.A. It is suggested the City continue with Dr. Acquesta as the lead contact on the various projects, including the sanitary sewer replacement project that O'Brien and Gere are willing to release to Municipal Engineering Co., P.A.

City Attorney John Zollicoffer stated one of the considerations while reviewing the assignment amendment was O'Brien and Gere had a 30-day right to cancel the contract which would have relieved them of all liability. The amendment states if the new firm uses the old firm's business and something is wrong, they are still liable and vice versa which Attorney Zollicoffer said might have been a problem if the old contract was terminated.

Council Member Kearney stated he was comfortable since the City would be dealing with the same individual and that the appropriate safeguards were in place.

There were no other comments. Mayor O'Geary then asked for the pleasure of Council.

Council Member Kearney moved the approval of Resolution 12-51, *Authorizing the Assignment of Current Contract with O'Brien and Gere for Engineering Services for Various Projects, Including the Sanitary Sewer Replacement Project, to Municipal Engineering Co., P.A.* Motion seconded by Council Member Daeke and APPROVED by the following vote: YES: Coffey,

Inscoe, Rainey, Peace-Jenkins, Daeke, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: Davis. (See Resolution Book 3, p. 1)

**FY12 Budget Amendment #56, Amending the General Fund and Water Fund.** (Reference: CAF 12-84; Ordinance 12-46)

City Manager Griffin reminded Council that previously it gave the Finance Director and City Manager authority to close out FY 12 with whatever amendments were appropriate, and asked Finance Director Kathy Brafford to summarize this amendment. Ms. Brafford said this amendment adjusts several line items within the Water Fund and General Fund for a more accurate year end.

There were no questions. Mayor O'Geary then asked for Council's pleasure.

Council Member Coffey moved the approval of Ordinance 12-46, *FY12 Budget Amendment #56, Amending the General Fund and Water Fund*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Inscoe, Rainey, Peace-Jenkins, Daeke, Daye, Kearney and Coffey. NO: None. ABSTAIN: None. ABSENT: Davis. (See Ordinance Book 8, p. 443)

#### **SEATING OF NEW COUNCIL**

Before seating of the new council, Mayor O'Geary said he was saddened that Council Member Davis was unable to attend this evening. He stated Mr. Davis is known to many as *coach, teacher, and dear friend*. The Mayor said he has had the pleasure of serving as council member and Mayor alongside Mr. Davis and said he will be greatly missed. He then asked Council Members if they wished to utter any thoughts.

Council Member Kearney said Mr. Davis is a good friend whom he will stay in touch with. Council Member Coffey said she did not know Mr. Davis as well as some others but said he has taught her a lot since coming on Council. Council Member Inscoe said Mr. Davis is a very good friend and he will miss his guidance and direction. Council Member Rainey echoed previous comments and said Mr. Davis was a mentor who will be missed. Mr. Rainey also said Mr. Davis is well read and brought knowledge to this Council. Council Member Peace-Jenkins said Mr. Davis was her school teacher who she has come to know as a friend through worship and appreciated his wisdom. Council Member Daeke felt Mr. Davis was always a teacher, and he will miss the *wise old sage*. Council Member Daye said Mr. Davis is a close friend who was also a giving friend. He said he knew Mr. Davis was disappointed not to be in attendance and will definitely miss his presence during Council meetings.

City Attorney Zollicoffer said he remembered when Mr. Davis first became a Council Member and said Mr. Davis brought honor, intelligence and integrity to the Council. City Manager Griffin commented that he saw Mr. Davis as the consummate sagacious statesman who always found the win-win to make progress in any situation.

Mayor O'Geary then asked J. Henry Banks, 9<sup>th</sup> Judicial District Court Judge, and former Council

Member to administer the Oath of Office to the Mayor and new Council. Judge Banks reminded the Mayor and Council Members of the serious commitment they were making. Mayor O'Geary, Council Members Kearney, Rainey, Daeke all had family members in attendance that held the Bible as they took their oath. New Council Member Vernon L. Brown had both his wife, Jo Ann, and their daughter at his side as he took his oath. The Mayor then recessed the meeting for approximately thirty (30) minutes for a brief reception.

## NEW BUSINESS

**Appointment of Mayor Pro Tempore.** Council Member Peace-Jenkins nominated Council Member Rainey as Mayor Pro-Tem, saying he has done an excellent job while serving as Chairman Pro-Tem. Motion was seconded by Council Member Daeke and APPROVED by the following vote: YES: Peace-Jenkins, Daeke, Brown, Daye, Kearney, Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: None.

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

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

Council Member Inscoe moved the appointment of *City Manager A. Ray Griffin, City Attorney John H. Zollicoffer, Jr., and City Clerk Esther J. McCrackin.* Motion seconded by Council Member Daye and APPROVED by the following vote: YES: Peace-Jenkins, Daeke, Brown, Daye, Kearney, Coffey, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: None.

**Awarding of Departmental Handgun and Badge to Retiree Sergeant Jody L. Proctor.** (*Reference: CAF 12-78; Resolution 12-52*)

City Manager Griffin asked Police Chief Keith Sidwell to address Council. Chief Sidwell said Sergeant Proctor joined the police force on 7 October 1982. As has been the policy in the past, and according to NCGS 20-187.2, the Chief is asking for Council's approval to award Sergeant Proctor his sidearm and badge on 1 August 2012 when he retires.

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

Council Member Rainey moved the approval of Resolution 12-52, *Awarding of Departmental Handgun and Badge to Retiree Sergeant Jody L. Proctor.* Motion seconded by Council Member Coffey and APPROVED by the following vote: YES: Daeke, Brown, Daye, Kearney, Coffey, Inscoe, Rainey and Peace-Jenkins. NO: None. ABSTAIN: None. ABSENT: None. (*See Resolution Book 3, p. 3*)

City Manager Griffin then asked Police Chief Sidwell to brief Council on House Bill 54 which the Chief instigated with help from Representative Crawford and Senator Berger. The substance of this bill is if a defendant has four or more prior larceny convictions, a subsequent larceny



offense is a felony. Chief Sidwell said this is another step regarding Strategic Plan KSO-1: to reduce crime.

Council Member Rainey asked for clarification of petty larceny. Chief Sidwell said anything under \$200.00. Mayor O'Geary said this new law should help make a difference in the community.

On a separate note, Chief Sidwell said he is grateful to have served during Council Member Davis' term. The Chief said Mr. Davis's calm resolve, wit and tenaciousness has carried him through arduous times and he appreciated Mr. Davis's ability to see situations for what they are without involving politics.

Council Member Coffey made note that the Chief should be thanked for the quick arrest in the recent murder of a young man within the City, and also said the Chief should also be thanked for the recent seventeen year conviction of a ruthless offender.

City Manager Griffin complimented Chief Sidwell for his work with the State and said this is just another piece of the war on crime. Mr. Griffin said parts of the Strategic Plan come to fruition quickly and others, such as this war, come together more slowly.

**Authorizing the Acceptance of FM Global Fire Prevention Grant and Ordinance 12-47, FY 12-13 Budget Amendment #1.** (Reference: CAF 12-85; Resolution 12—A-19; Ordinance 12-47)

City Manager Griffin said this would be a tag team effort with Fire Chief Wilkerson coming first to update Council on the FM grant. Chief Wilkerson said the grant has been accepted, the check has been received and the best news is there is no local match required. He plans to use the grant as submitted: for a camera and camera case, a Model-C hydrocarbon detector, a photo documentation kit and battery operated hand tools.

Finance Director Brafford then explained that this amendment transfers dollars from the Regional Water Fund to the CIP Regional Fund; closes out Fund 87, accepts the FM Grant funds and establishes a small grant project for the demolition of property in the Orange/Breckenridge area.

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

Council Member Daeke moved the approval of Resolution 12—A-19, *Authorizing the Acceptance of FM Global Fire Prevention Grant*, and Ordinance 12-47, *FY 12-13 Budget Amendment #1*. Motion seconded by Council Member Kearney and APPROVED by the following vote: YES: Brown, Daye, Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins and Daeke. NO: None. ABSTAIN: None. ABSENT: None. (See Resolution Book 2, p. 287-A; Ordinance Book 8, p. 445)

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

City Clerk McCrackin advised no citizen wished to address City Council at this time.

## **REPORTS**

- a) Mayor/Mayor Pro-Tem (No Report)
- b) City Manager (No Report)
- c) City Attorney (No Report)
- d) City Clerk – Ms. McCrackin said a thank you note was received from Henderson Boy Scout Troop 691, along with a request to learn more about the REEF Project to determine if the troop could contribute to the project as part of their Eagle Scout project. She also distributed a questionnaire and asked Council Members to indicate, by preference, which committees they would like to serve on in the coming year. She asked that the questionnaire be returned no later than Friday, 13 July so the Mayor/Mayor Pro Tem can make appointments.

Mayor O’Geary asked if there was any other business.

## **ADJOURNMENT**

Council Member Daeke moved for adjournment. Motion seconded by Council Member Daye and unanimously approved. The meeting adjourned at 7:29 p.m.

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James D. O’Geary  
Mayor

**ATTEST:**

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Esther J. McCrackin  
City Clerk

## City Council Action Form

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



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

Council Meeting: 23 July 12 Short Reg. Meeting

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11 July 2012

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

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

**RE: CAF: 12-88**

**Consideration of Approval of 1) Resolution 12-59, Acceptance of a Drinking Water State Revolving Fund (DWSRF) Loan in the Amount of \$1,129,000 for Replacement of a Kerr Lake Regional Water High Service Pump; and 2) Ordinance 12-48, FY 13 Budget Amendment # 2 Establishing the Budget for Above Mentioned Project.**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

- KSO 5 – Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems.
- KSO 8 – Provide Sufficient Funding for Municipal Services.

**Recommendation:**

- Approval of: 1) Resolution 12-59, Acceptance of a Drinking Water State Revolving Fund (DWSRF) Loan in the Amount of \$1,129,000 for Replacement of a Kerr Lake Regional Water High Service Pump; and
- 2) Ordinance 12-48, FY 13 Budget Amendment # 2 Establishing the Budget for Above Mentioned Project.

**Executive Summary**

On 26 September 2011, Council, via Resolution 11-88, approved the application for a loan/grant to the NC DENR for various projects with one being the replacement of a high speed pump at the Kerr Lake Regional Water Plant (KLRWP).

On 11 July 2012, The City of Henderson received notification that a DWSRF loan has been approved for the replacement of an older 400 HP high service pump with a new 1,000 HP vertical turbine pump with a variable frequency drive to provide efficient and redundant

pumping at the water treatment plant in the amount of \$1,129,000. This new pump is consistent with the plans for the 20 MGD expansion. Upon completion of the installation of the new pump, the Kerr Lake Regional Water System will then have two 1,000 HP pumps and one 700 HP pump.

The loan rate is 20 years at 0% interest. There is a closing fee of \$22,580, which is part of the loan amount.

The grant offer, while dated 3 July 2012 was not received until 11 July 2012. Thus it is important to review and approve this item on 23 July in order to respond within the required 30 day window.

This project is a Regional Water Plant project. The award debt service, at 0% interest, will be \$56,450 for a period of 20 years. The first debt service payment will be due 1 July 2013. A regional rate increase will not be necessary in order to provide for the debt service. An annual lease purchase of \$56,348 will be paid off this fiscal year. Consequently, these funds can be reprogrammed to pay for the debt service in the pump project for the next 20 years.

Additional items that the staff is working on to be presented to City Council are:

1. Consideration of an Engineering Contract with EE&T during the High Service Pump Replacement Project. EE & T of Newport News designed the project (as part of the 20 MGD Expansion) and will need to be involved through the bidding phase and to provide some inspections to certify to the State that the project has been built in accordance with the plans and specs.
2. Recommendations of changes and/or modifications relative to the City's existing water rate structure. Primarily, this deals with not using a rate structure that gives residential water customers a lower per-unit water rate as water use increases. [NCGS § 143-365.4(b)(5)]. Review and possible modifications to our rate structure will insure compliance with Drought Bill requirements and not jeopardize future applications for funding of various water projects.

**Enclosures:**

1. Resolution 12-59
2. Ordinance 12-48
3. Loan Amortization Schedule
4. Resolution 11-88

## RESOLUTION 12-59

### ACCEPTANCE OF A LOAN FROM THE NC DRINKING WATER STATE REVOLVING FUND FOR REPLACEMENT OF HIGH SPEED PUMP AT KERR LAKE REGIONAL WATER PLANT

**WHEREAS**, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2012 Strategic Planning Retreat; *and*

**WHEREAS**, two of the Key Strategic Objectives are addressed by this request as follows: **KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems; and KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities; and**

**WHEREAS**, the Federal Safe Drinking Water Act Amendments of 1996 and the NC 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 of drinking water system improvements, *and*

**WHEREAS**, the City received an offer of acceptance of a loan for a water system project (project number WIF-1692); *and*

**WHEREAS**, the City deems it in the best interest to complete this work in order to provide reliable, dependable and environmentally compliant infrastructure systems, *and*

**WHEREAS**, the amount of the loan is \$1,129,000 for twenty years with a .00% interest rate; *and*;

**WHEREAS**, the finished water pump, controls, valves and piping for redundancy would be for funding at the Kerr Lake Regional Water Plant and consistent with future construction of the 20 MGD project.

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

1. That the City of Henderson (Applicant) will arrange financing for all remaining costs of the project.
2. That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
3. That the City Council (governing body) of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Henderson to make scheduled repayment of the loan, to withhold from the City of Henderson any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

4. That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.
5. That Mayor James D. O'Geary, the Authorized Official, and successors so titled, is hereby authorized to execute the acceptance of the loan, being more fully articulated in *Attachment A* of this Resolution.
6. That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

The foregoing Resolution 12-59 introduced by Council Member \*\* and seconded by Council Member \*\* on this the 23<sup>rd</sup> day of July 2012, and having been submitted to a roll call vote, was \*\*\* by the following votes: YES: . NO: . ABSTAIN: . ABSENT: .

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James D. O'Geary, Mayor

**ATTEST:**

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Esther J. McCrackin, City Clerk

Approved to Legal Form:

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John H. Zollicoffer, Jr., City Attorney  
(Reference: *Minute Book 42*, p. \*\*.)

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**STATE OF NORTH CAROLINA  
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing is a true and exact copy of *Resolution 12-59*, adopted by the Henderson, City Council in Regular Session on 23 July 2012 (*See Minute Book 42, p. \*\**). This Resolution is recorded in *Resolution Book # 3*, pp. \*\*.

Witness my hand and corporate seal of the City, this \*\* day of \*\*\* 2012.

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



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

Beverly Eaves Perdue  
Governor

Thomas A. Reeder  
Director

Dee Freeman  
Secretary

July 3, 2012

The Honorable James O'Geary, Mayor  
City of Henderson  
PO Box 1434  
Henderson, North Carolina, 27536

Re: Public Water Supply Loan Application  
**Part A Offer and Acceptance**  
Project Number: WIF-1692  
PWSID: 0291010  
Applicant: City of Henderson  
Vance County

Dear Mayor O'Geary:

Enclosed is the *Offer and Acceptance of Loan and/or Grant for Water Supply System Project, Part A (Part A)*. This letter describes the steps needed to implement the Part A and subsequent steps needed to proceed to bid and award of contract.

Please note that the departmental administrative fee amount shown in the Part A is based on the funding amounts applied for in the application. An invoice based on any revisions to the funding amounts will be sent with the Part B approval letter.

Next Steps:

1. Review the enclosed Part A, sign and return to Public Water Supply Section (PWS) within the next 30 days.

Please review the terms, conditions and assurances contained in the Part A and the attached *Procedures* document. If you wish to accept the offer, **sign and date Section III - Acceptance**, by the date indicated on page 2 of the Part A. After signing and dating the Part A, **return one signed and dated original** to me at the following address:

Public Water Supply Section  
Division of Water Resources  
Department of Environment and Natural Resources  
1634 Mail Service Center  
Raleigh, NC 27699-1634

and **keep the other signed and dated original for your own files.**

Please submit the enclosed "Remit Information Form" if you want the Department of Environment and Natural Resources (DENR) to mail checks to other than the "Legal Name and Address" of the Applicant listed in the Part A, or if there is any information that you wish to appear on your check (e.g., to assist your staff in properly posting payments into your accounts).

If you are interested in receiving payments electronically, please visit the Office of State Controller's Vendor Electronic Payment Web site at <http://www.ncosc.net/vendorepayform/>.

Public Water Supply Section -- Jessica C. Godreau, Chief  
1634 Mail Service Center, Raleigh, North Carolina 27699-1634  
Phone: 919-707-9100 \ FAX: 919-715-4374 \ Lab Form FAX: 919-715-6637 \ Internet: [ncdrinkingwater.state.nc.us](http://ncdrinkingwater.state.nc.us)  
An Equal Opportunity \ Affirmative Action Employer

One  
North Carolina  
*Naturally*



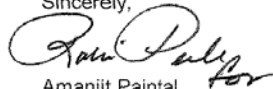
James O'Geary  
City of Henderson  
July 3, 2012  
Page 2

2. Prepare your bid documents and submit to the PWS Section for review as soon as possible.
  - **Document compliance with all the requirements of NCGS 143-128.2** including the resolution establishing the verifiable percentage goal and implementing a minority business participation outreach plan. The PWS Section strongly encourages you to schedule a pre-solicitation meeting with the PWS Section as soon as possible to review DBE and other bidding requirements in detail to improve the likelihood of a successful bid.
  - **Include the State and Federal Special Conditions Packages in the bid specifications.** These packages can be found at: [http://www.ncwater.org/pws/srf/Pages/DBE\\_Page.htm](http://www.ncwater.org/pws/srf/Pages/DBE_Page.htm).
  - **Submit your bid package for review by the PWS Section prior to going to bid.** A bid package that does not contain all required assurances and conditions will make the bid documents ineligible and require rebidding. Delays from rebidding could compromise your ability to be under contract in time to retain the funding commitment.
3. After PWS Section approval of bid documents, bid the contract for a minimum of 30 days. Determine the apparent low bidder, and submit Disadvantaged Business Enterprises (DBE) documentation to PWS.
  - **Submit completed DBE forms** (found in the Special Conditions Packages) and all related DBE documentation to obtain approval for your DBE efforts. This documentation must demonstrate that you, the contractor, and any subcontractors made 'good faith efforts' in all bid solicitations.
  - **Obtain the PWS Section's written approval of the DBE documentation prior to awarding contracts.** Any contracts awarded without the PWS Section's written approval may be ineligible for reimbursement.
4. Award the contract(s) and begin construction. Report this step to the PWS Section.
5. Complete the Part B, and transmit it to the PWS Section for Local Government Commission (LGC) issuance of loan agreement.

After receiving your completed Part A in Step 1, PWS will forward to you the *Offer and Acceptance of Loan or Grant for Water Supply System Project, Part B - Supplemental Project Information* (Part B). You can also download the Part B from the "Forms" page of the PWS Web site, at the following URL: <http://www.ncwater.org/pws/srf/Pages/other-forms.htm>. PWS must review and approve the completed Part B, and forward the Part B to the LGC for issuance of a loan agreement prior to the state reimbursing you for any eligible costs incurred.

If you have any questions regarding this matter, please do not hesitate to contact me at (919) 707-9054.

Sincerely,



Amanjit Paintal  
Project Engineer  
Revolving Loan and Grant Program

ASP/RDP

Enclosures: Part A (two originals)  
Remit Information Form  
Procedures

cc: Joel Whitford, McGill Associates, P.A., Consulting Engineer  
Project File (red correspondence folder)

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES**

**OFFER AND ACCEPTANCE OF LOAN OR GRANT  
FOR WATER SUPPLY SYSTEM PROJECT**

PART A

SECTION 1 - OFFER

Legal Name, PWSID and Address of Applicant  City of Henderson PWS ID: 0291010 PO Box 1434 Henderson, North Carolina 27536	Project Number: WIF-1692 <hr/> CFDA Number: 66.468 <i>(for federal assistance only)</i> <hr/> Grant ID Number: FS-984338__ <i>(for federal assistance only)</i>
Total Estimated Project Cost	\$1,129,000
Estimated Project Cost Eligible for State Participation	\$1,129,000
Total Grant Amount Offered	\$0
Total Loan Amount Offered	\$1,129,000

Authorization	Amount <sup>1</sup>	Fee rate	Fee	Term (years)	Interest Rate
DWSRF Revolving Loan	\$1,129,000	2.0%	\$22,580	20	0%
Total Sum	\$1,129,000		\$22,580		

Description of Project:

Replace an old 400-hp high service pump with a new 1,000-hp vertical turbine pump with variable frequency drive to provide efficient and redundant pumping at WTP.

Consideration having been given by the Division of Water Resources of the Department of Environment and Natural Resources to (a) the application submitted by the Applicant pursuant to the North Carolina Clean Water Revolving Loan and Grant Act of 1987, as amended, and the rules and regulations adopted pursuant thereto; (b) the public benefits to be derived by the construction of this project; (c) the relation of the ultimate cost of constructing and maintaining the system to the public interest and to the public necessity for the system; and (d) the adequacy of the provisions made or proposed by the Applicant for assuring proper and efficient operation and maintenance of the system after completion of the construction thereof; and it having been determined by the Division of Water Resources of the Department of Environment and Natural Resources that (1) the Applicant is eligible; (2) the project meets the criteria for State loans or grants as prescribed in the Act and the Rules, adopted pursuant thereto inclusive of 40 CFR Parts 6, 9 and 35, when appropriate; and (3) the project is entitled to priority over other projects eligible for consideration during the same priority period, the Division of Water Resources of the Department of Environment and Natural Resources acting in behalf of the State of North Carolina, hereby offers:

To make a State loan/grant of the above named Applicant subject to the assurances included in this document as Section 2, in order to aid in financing the construction of the project pursuant to the Act. If the actual construction cost, as determined by the Division of Water Resources of the Department of Environment and Natural Resources upon completion of construction, is less than the estimated cost upon which the loan/grant offer is based, the amount of the State loan/grant shall be reduced to the actual cost.

In addition, this offer is made subject to completion and submission of Part B, Supplemental Project Information, DENR Form 1951B, of this Offer and Acceptance, and to the following conditions:

1. The Applicant will furnish information that satisfactorily demonstrates the availability of funds, other than State loan or grant funds, to pay the remaining costs of the project.
2. The Applicant will provide the Departmental Administrative Fee (as shown on the front page) to the Department prior to the second loan/grant disbursement.
3. The proposed loan/grant and fee amount(s) shown on the front page are estimates. The Part B may revise loan/grant and fee amounts.

\_\_\_\_\_  
This Offer must be accepted, if at all, on or before (date)

August 9, 2012

\_\_\_\_\_  
For the Department of Environment and Natural Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

Thomas A. Reeder, Division Director

\_\_\_\_\_  
7/5/12

\_\_\_\_\_  
PWSS Accounting Approval

## SECTION 2 – ASSURANCES

The Applicant hereby gives assurance to the Division of Water Resources of the Department of Environment and Natural Resources:

- A. That no construction of the project shall be undertaken, and no contract(s) for construction, alteration, or installation shall be entered into prior to the issuance of authorization to construct by the Division of Water Resources of the Department of Environment and Natural Resources.
- B. That the Applicant will undertake good faith efforts, both directly and through a prime or general contractor, to involve minority owned businesses in the bidding process in accordance with G.S. 143-128.2.
- C. That for Drinking Water State Revolving Fund Loan projects, the DWSRF Special Conditions Package shall be included as a supplement to these Assurances, and shall be incorporated into the project construction specifications, and that the Applicant shall take other steps, as necessary, to ensure implementation.
- D. That the construction contract(s) will require the contractor to furnish performance and payment bonds, the amount of which shall each be in an amount not less than one hundred percent (100%) of the contract price, and to maintain during the life of the contract(s) adequate fire, and extended coverage, workmen's compensation, public liability and property damage insurance.
- E. That any proposed change or changes in the contract or contracts, which make any major alteration in the work required by the plans and specifications, will be submitted to the Division of Water Resources of the Department of Environment and Natural Resources.
- F. That complete signed copies of all change orders will be submitted to the Division of Water Resources of the Department of Environment and Natural Resources as issued.
- G. That the construction of the project, including the award of contracts in connection therewith, shall conform to the applicable requirements of State and local law and ordinances.
- H. That the construction contract(s) will provide that the representatives of the State will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.
- I. That the Applicant will provide and maintain competent and adequate engineering supervision and inspection at the project to insure that the construction conforms to the approved plans and specifications.
- J. That adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
- K. That all funds loaned or granted pursuant to the Acts shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended.
- L. That any books, documents, papers, and records of the Applicant pertinent to loans or grants received under the Acts shall be made available to State personnel or their duly authorized representatives for the purpose of audit and examination.
- M. That the declarations, assurances, representations and statements made by the Applicant in the application, and all documents, amendments, and communications filed with the Division of Water Resources of the Department of Environment and Natural Resources by the Applicant in support of its request for a loan/grant will be fulfilled.
- N. That the Applicant agrees to construct the project or cause it to be constructed to final completion in accordance with the application and plans and specifications approved by the Division of Water Resources of the Department of Environment and Natural Resources.
- O. That the Applicant will permit the Division of Water Resources of the Department of Environment and Natural Resources or its authorized agents to have access to the project and the records pertaining to its operation at any reasonable time following completion of construction for the purpose of inspecting the operation and maintenance of the project and determining adherence to the Division of Water Resources of the Department of Environment and Natural Resources operational requirements for water supply systems.
- P. That the Applicant shall demonstrate to the satisfaction of the Division of Water Resources of the Department of Environment and Natural Resources that it has or will have a fee simple or such other estate or interest in the site of the project, including

necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project.

- Q. That the Applicant will provide a completed Part B, Supplemental Project Information, Form 1951B, of this Acceptance Document, which is a prerequisite to the debt instrument preparation and to the payments process, following the award of construction contracts.
- R. That the Applicant will schedule and meet with the Local Government Commission's staff, if required, to finalize the debt instrument a minimum of 10 days prior to the request for disbursement of the first loan funds.
- S. That the Applicant shall make provisions, including procedures and manuals as appropriate, to assure proper and efficient operation and maintenance of the system after completion of the construction of the project.
- T. The Davis-Bacon Act requirements apply to the entirety of the construction activities.
- U. The sales taxes collected as part of this project's expenses are not reimbursable.
- V. The Applicant shall require all prime construction contractors, as part of their bid, to certify that subcontracts have not and will not be awarded to any firm or individual that has been debarred for noncompliance with Federal law, regulations or standards and whose name appears on the Excluded Parties List or successor System.
- W. The Applicant shall comply with Title 40, Code of Federal Regulations, Part 30, Section 13 (40 CFR 30.13) and Title 2, Code of Federal Regulations, Part 1532 (2 CFR 1532). This compliance shall include meeting the requirements of Subpart C of 2 CFR 180 as it applies to transactions identified in Subpart B (also of 2 CFR 180).
- X. The Applicant acknowledges that failure to disclose transactions with debarred firms or individuals in accordance with Title 2, Code of Federal Regulations, Part 180, Section 335 (2 CFR 180.335) may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.
- Y. The loan or grant is withdrawn if the Applicant fails to enter into a construction contract for the project within one year after the date of this offer and acceptance, unless the Applicant has documented to the satisfaction of the Division of Water Resources of the Department of Environment and Natural Resources that the Applicant has good cause for the failure. Evidence of good cause shall be made in writing and submitted to the Department within 30 days of expiration of the one year deadline. If the Department finds good cause, the Department will set a new date by which the Applicant must take action or forfeit the loan or grant, in accordance with G.S. §159G-41.
- Z. All requests for reimbursement shall be submitted within three (3) years of acceptance of this Offer and Acceptance of Loan or Grant for Water Supply System Project (Part A).

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SECTION 3 – ACCEPTANCE

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On Behalf of (Legal Name of Applicant)

City of Henderson

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I, the undersigned, being duly authorized to take such action, do hereby accept this offer and make the assurances contained therein.

---

Signature of Representative

Date

---

Name and Title of Representative (Type or Print)

James O'Geary, Mayor

## Remit Information Form (Optional)

**Purpose:** For some recipients, the request to draw funds, the receipt of funds, and the disbursement of funds to contractors are all handled in the same office. For others, checks may be received and deposited by one office and disbursements to contractors handled by another office.

To ensure that funds are properly received and posted into your accounts, please provide the following information:

**Information:**

1. **Address:** If DENR should not mail checks to the "Legal Name and Address" of the Applicant listed in the Offer and Acceptance, Part A, Section 1 – OFFER, please list another address to which DENR should mail checks.

Your Address Here	----- Example -----
_____	<i>John Doe, Town Manager</i>
Attention: _____	_____
_____	<i>Town of Yourtown</i>
Address line 1 _____	_____
_____	<i>P. O. Box 1234</i>
Address line 2 _____	_____
_____	<i>Yourtown, NC 00000-0000</i>
City, State ZIP code _____	_____

2. **Remit Message:** Please provide any information that you wish to appear on your check to assist your staff in properly posting payments into your accounts. Otherwise, checks will lack any remit message. **Use a maximum 40 characters including spaces.**

Your Remit Message Here	----- Example -----
_____	<i>Water Plant Project #99</i>
_____	_____
_____	<i>Acct. # 0-00-0000</i>
_____	_____
Maximum 40 characters including spaces.	_____

**Note:** Checks will be made payable to the "Legal Name" of the Applicant listed in the Offer and Acceptance, Part A, Section 1 – OFFER.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## Procedures (Process for Loan and Grant Applicants)

An Applicant for a loan or grant for water supply or conservation projects under N.C.G.S. 159G, and the Safe Drinking Water Act Amendments of 1996 is to follow these PROCEDURES.

### OFFER AND ACCEPTANCE FORM, PART A - OFFER

If the Applicant wishes to accept the Offer, then the designated representative (authorized by the resolution submitted with the application) will sign and date in the space provided on page 4 of the Offer (Part A) no later than the date shown on page 2.<sup>1</sup>

If the applicant does not wish to accept the offer, then the designated representative will notify this agency in writing.

### DBE DOCUMENTATION

The applicant will submit all required DBE documentation to Public Water Supply (PWS) Section for review. The applicant will obtain written PWS Section approval of the DBE efforts prior to award of contract(s). However, prior to PWS Section written approval, the Applicant's governing board can pass a resolution authorizing the award contingent on PWS Section approval.

### OFFER AND ACCEPTANCE FORM, PART B SUPPLEMENTAL PROJECT INFORMATION

After accepting the Part A and having accomplished the following:

- arranging all financing for the project,
- obtaining approval for final plans and specifications,
- obtaining Authorization to Construct
- receiving bids
- submitting DBE documentation to the PWS Section and obtaining written approval, and
- the governing body has, by resolution, awarded construction contracts;

the applicant will complete Part B and the authorized representative will sign it. The applicant will submit to the PWS Section two (2) copies for loans, or one (1) copy for grants of the Part B and each of the following documents:

- A. The Part B form itself;
- B. Approval letters:
  - (1) DBE approval,
  - (2) Plans and Specifications Approval,
  - (3) Authorization to Construct, and
  - (4) Erosion and Sedimentation Control Plan Approval, or engineer's explanation of why none is needed;
- C. Bidding documentation including the following:
  - (1) Certified Tabulation of all bids received, and
  - (2) Engineer's letter recommending award of the contract;
- D. Certified copy of resolution by governing body awarding the contract(s);
- E. Full bound and executed set of construction contract documents including the following:
  - (1) bidder(s) signed proposal as accepted,
  - (2) Bid, Performance and Payment Bonds (as applicable),
  - (3) Proof of Liability Insurance,
  - (4) Signed Agreement, and
  - (5) Notice to Proceed;
- F. Executed Engineering Services Agreement (as applicable);
- G. Grant and/or Loan Administration Contract (as applicable);
- H. Any legal invoices;
- I. Real Property purchase documents (as applicable), including the following:
  - (1) Deeds and/or Purchase Agreements, and
  - (2) Real estate appraisal;
- J. Any executed change orders or statement that none have been executed; and
- K. Site location and layout map including any water mains under contract (in color).

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<sup>1</sup> An invoice for the two percent (2%) DWSRF loan administrative fee will be included with the Part B approval letter.

## Procedures (Process for Loan and Grant Applicants)

Cont'd

The PWS Section cannot accept the Part B until the amounts shown in the estimate are substantiated by the resolution and the signed contract documents, including any applicable change orders.

### **DEBT INSTRUMENT INITIATION (not required for high unit cost grant awards)**

Following review and acceptance of the Part B, the PWS Section requests that the Local Government Commission (LGC) staff initiate the debt instrument processes. This step requires interaction between the LGC staff and the awardee. LGC notifies the PWS Section when this step is completed. Please note that reimbursements cannot be made for the project until the debt instrument (or promissory note) has been executed and returned to the LGC.

### **LOAN OR GRANT PAYMENTS**

Requests for loan or grant payments must utilize the Reimbursement Form (maintained by the Infrastructure Finance Section of the Division of Water Quality) and one copy of the following supporting documents:

- A. For eligible construction costs:
  - (1) Latest contractor's estimate for the amount of work completed and the cost of materials delivered and stored on the site, showing the **Time Period** covered. **Time Period** means showing both a Start Date and an End Date;
  - (2) Certification by the applicant's consulting engineer that the estimate is correct;
  - (3) Executed change orders (if not previously furnished) for any change order work for which payment is requested; and
  - (4) Signed contractor's Sales Tax Form covering the **Time Period** of (1) above.
- B. For technical services; invoices describing the type of services and basis of payment so as to be identified with the provisions of the contract.
- C. For legal, fiscal, and administrative service:
  - (1) Invoices describing the type of services and basis of payment;
  - (2) Contracts for such services not previously furnished; and
  - (3) For DWSRF loans, the 2% administrative fee is based on the final loan amount and is due prior to the 2<sup>nd</sup> loan disbursement.
- D. For land acquisition and/or relocation, a deed or receipt showing that the grantee has deposited the fair market value of any property being acquired.

### **CONSTRUCTION COMPLETION**

An inspection of the completed project must be made and certification submitted in accordance with 15A NCAC 18C .0303 in the Rules Governing Public Water Supplies. Representatives of this agency may also inspect the project at various stages and for completion.

### **AUDIT**

In accordance with N.C.G.S. 159-34 as modified by page 35-E-1.13 of the Audit Manual..., a single audit reporting package shall be submitted to the Controller's Office of this Department.

### **PRINCIPAL AND INTEREST PAYMENTS**

As specified in the Loan Agreement and Promissory Note.

If there should be any questions concerning these instructions, please contact your review engineer or the PWS Funding Unit Team Leader Vincent J. Tomaino at the following address:

Public Water Supply Section  
Division of Water Resources  
Department of Environment and Natural Resources  
1634 Mail Service Center  
Raleigh, North Carolina 27699-1634  
Telephone: (919) 707-9058



# AMORTIZATION SCHEDULE

## Simple Interest Loan

SRF Funds for Kerr Lake Regional water expansion



### Inputs

Loan Amount	\$ 1,129,000
Annual Interest Rate	0.00%
Term of Loan in Years	20
First Payment Date	7/1/2013
Frequency of Payment	Annually

### Summary

Rate (per period)	0.000%
Total Payments	\$1,129,000.00
Total Interest	\$0.00

This spreadsheet creates a payment schedule for a fixed-rate loan, with optional extra payments. The payment frequency can be annual, semi-annual, quarterly, bi-monthly, or monthly. Values are rounded to the nearest cent. The last payment is adjusted to bring the balance to zero.

Note: You must have the Analysis ToolPak (Tools > Add-ins...) installed to use the CUMIPMT formula.

No.	Due Date	Payment Due	Interest	Principal	Balance
					\$1,129,000.00
1	7/1/2013	56,450.00	0.00	56,450.00	1,072,550.00
2	7/1/2014	56,450.00	0.00	56,450.00	1,016,100.00
3	7/1/2015	56,450.00	0.00	56,450.00	959,650.00
4	7/1/2016	56,450.00	0.00	56,450.00	903,200.00
5	7/1/2017	56,450.00	0.00	56,450.00	846,750.00
6	7/1/2018	56,450.00	0.00	56,450.00	790,300.00
7	7/1/2019	56,450.00	0.00	56,450.00	733,850.00
8	7/1/2020	56,450.00	0.00	56,450.00	677,400.00
9	7/1/2021	56,450.00	0.00	56,450.00	620,950.00
10	7/1/2022	56,450.00	0.00	56,450.00	564,500.00
11	7/1/2023	56,450.00	0.00	56,450.00	508,050.00
12	7/1/2024	56,450.00	0.00	56,450.00	451,600.00
13	7/1/2025	56,450.00	0.00	56,450.00	395,150.00
14	7/1/2026	56,450.00	0.00	56,450.00	338,700.00
15	7/1/2027	56,450.00	0.00	56,450.00	282,250.00
16	7/1/2028	56,450.00	0.00	56,450.00	225,800.00
17	7/1/2029	56,450.00	0.00	56,450.00	169,350.00
18	7/1/2030	56,450.00	0.00	56,450.00	112,900.00
19	7/1/2031	56,450.00	0.00	56,450.00	56,450.00
20	7/1/2032	56,450.00	0.00	56,450.00	0.00

## RESOLUTION 11—88

### APPROVAL OF GRANT/LOAN APPLICATION TO THE NC DRINKING WATER STATE REVOLVING FUND FOR VARIOUS WATER SYSTEM IMPROVEMENTS

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

**WHEREAS**, the Federal Safe Drinking Water Act Amendments of 1996 and the NC 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 of drinking water system improvements, *and*

**WHEREAS**, the City of Henderson intends to construct drinking water system projects generally including water lines, service lines, and related appurtenances to replace aged and undersized water lines to provide a more reliable source of drinking water and improved operating pressures, the replacement of aged water meters for improved efficiencies, and the installation of a finished water pump, controls, valves, and piping for redundancy and improved reliability and efficiency, *and*

**WHEREAS**, the City of Henderson intends to request State loan or grant assistance for the project, *and*

**WHEREAS**, the amount of the loan/grant funding applications are \$3.0 Million; *and*

**WHEREAS**, the finished water pump, controls, valves and piping for redundancy would be for funding at the Kerr Lake Regional Water Plant.

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

1. That the City of Henderson (Applicant) will arrange financing for all remaining costs of the project, if approved for a State loan or grant award.
2. That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
3. That the City Council (governing body) of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Henderson to make scheduled repayment of the loan, to withhold from the City of Henderson any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

4. That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.
5. That Mayor James D. O'Geary, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan or grant to aid in the construction of the project described above.
6. That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

The foregoing Resolution 11—88 introduced by Council Member Inscoe and seconded by Council Member Kearney on this the 26th day of September 2011, and having been submitted to a roll call vote, was APPROVED by the following votes: YES: Rainey, Peace-Jenkins, Daeke, Daye, Kearney, Coffey and Inscoe. NO: None. ABSENT: Davis.

---

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. 266.*)

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

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing is a true and exact copy of *Resolution 11—88*, adopted by the Henderson, City Council in Regular Session on 26 September 2011 (*See Minute Book 42, p. 266.*) This Resolution is recorded in *Resolution Book 2, p. 177.*

Witness my hand and corporate seal of the City, this 27<sup>th</sup> day of September 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 Meetings: 23 Jul 12 Short Reg. Meeting

---

13 July 12

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

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

**RE:** CAF: 12-A-45

**Consideration of Approval of Resolution 12-A-34, Accepting the 2012 BJA Grant in the Amount of \$17,120; and Ordinance 12-49, FY13 Budget Amendment #3 Establishing the 2012 BJA Grant Project Budget.**

### Ladies and Gentlemen:

#### Council Goals Addressed By This Item:

- *KSO2: Reduce Crime:* To Reduce Crime and Provide for a Safe Community; *and KSO 8: Provide Financial Resourcing:* To provide sufficient funds for municipal operations and capital outlay necessary to meet the needs of citizens, customers and mandates of regulatory authorities.

#### Recommendation:

- Approval of Resolution 12-A-34, Accepting the 2012 BJA Grant in the amount of \$17,120; and Ordinance 12-49, FY13 Budget Amendment #3 Establishing the 2012 BJA Grant Project Budget.

#### Executive Summary

On 9 April 2012, City Council authorized the submission of an application to the US Department of Justice for the 2012 BJA JAG Grant in the amount of \$17,120 via Resolution 12-34. This grant is an annual submission that shares funding between the City and County in the amounts of \$10,272 and \$6,848; respectively. Notice has been received of grant award in the amount requested; therefore, it is appropriate for Council to accept the grant by approving Resolution 12-A34 and establishing the grant project budget by approving Ordinance 12-49.

The County will use its share of the funds to update technology through the purchase of notebook computers and other supplies for their office.

The City will use its funding to pay officer's overtime to continue to work projects related to the Community Revitalization Initiative as outlined in the CRI grant program.

#### Enclosures:

1. Resolution 12-A-34
2. Ordinance 12-49
3. CAF 12-45 & Resolution 12-34

## **RESOLUTION 12-A-34**

### **A RESOLUTION ACCEPTING THE 2012 BJA JUSTICE ASSISTANCE GRANT FOR THE CITY OF HENDERSON POLICE DEPARTMENT AND THE COUNTY OF VANCE SHERIFF DEPARTMENT**

**WHEREAS**, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2012 Strategic Planning Retreat; *and*

**WHEREAS**, two of the Key Strategic Objectives are addressed by this request as follows: **KSO 2:** *To Reduce Crime and Provide for a Safe Community*; and **KSO 8:** *To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities.*

**WHEREAS**, the Council authorized the submission of a grant application for 2012 BJA funding that would be shared between the City of Henderson and the County of Vance via *Resolution 12-34* at the Council's 9 April 2012 meeting, said grant application being in the amount of \$17,120, with \$6,848 being designated for the Vance County Sheriff's Department and \$10,272 being designated for the City's Police Department; *and*

**WHEREAS**, the City has received notice of grant award in the amount of \$17,120, said grant funds to be distributed to the City's Police Department and the County's Sheriff Department as noted in the preceding paragraph and it is now appropriate to accept the grant.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT** it does hereby accept the 2012 BJA Grant in the amount of \$17,120, and said funds to be disbursed in accordance with grant requirements to the Henderson Police Department in the amount of \$10,272 and the Vance County Sheriff Department in the amount of \$6,848; *and*

**BE IT FURTHER RESOLVED THAT** the Mayor and City Manager are authorized to sign all documents necessary to accept and execute grant with the US Department of Justice, said grant agreement being more fully articulated in **Attachment A** of this Resolution.

The foregoing Resolution 12-A-34 was presented for consideration on 23 July 2012, and upon a motion by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ was \_\_\_\_\_ by the following vote: YES: NO: ABSTAIN: . ABSENT: .

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

***ATTEST:***

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

Approved as to Legal Form:

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

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

# ORDINANCE 12—49

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

## AN AMENDMENT TO THE FY 2012 -- 2013 BUDGET BUDGET AMENDMENT #3

**WHEREAS**, the City Council of the City of Henderson, on 14 June 2012, adopted the FY 12-13 Municipal Operating and Capital Budget; *and*

**WHEREAS**, it is necessary to amend the various revenue and expense accounts of the annual budget from time-to-time, and the reason for FY 12-13 Budget Amendment #3 is 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 Budget Ordinance Amendment be approved and said Ordinance shall be effective immediately upon approval of the City Council:

FUND: 55 Grants PROJECT: 2012 BJA Grant			<u>Ordinance 12-49</u> FY 12-13 Budget Amendment #3 Establishing Grant Project 55-202: 2012 BJA Grant			
<b>REVENUES</b>			<b>Approved enter date</b>	<b>Current Budget</b>	<b>Amendment</b>	<b>Revised</b>
<i>Department</i>	<i>Line Item</i>	<i>Code</i>				
	Bureau of Justice Grant	55-202-458218	\$ -	\$ -	\$ 17,120	\$ 17,120
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ -	\$ -	\$ 17,120	\$ 17,120
					\$ 17,120	\$ 17,120
<b>EXPENDITURES</b>			<b>Approved enter date</b>	<b>Current Budget</b>	<b>Amendment</b>	<b>Revised</b>
<i>Department</i>	<i>Line Item</i>	<i>Code</i>				
	Overtime	55-202-500800	\$ -	\$ -	\$ 8,600	\$ 8,600
	FICA/Medicare	55-202-500500	\$ -	\$ -	\$ 660	\$ 660
	Retirement	55-202-500700	\$ -	\$ -	\$ 582	\$ 582
	401(k)	55-202-513000	\$ -	\$ -	\$ 430	\$ 430
	VC Sheriff Dept Share	55-202-509031	\$ -	\$ -	\$ 6,848	\$ 6,848
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ -	\$ -	\$ 17,120	\$ 17,120
					\$ 17,120	\$ 17,120
		<b>Variance</b>			\$ -	
<b>Reference:</b>			<b>Notes:</b>			
CAF: 12-A-45; Ord 12-49; BA #3			This ordinance serves to establish the grant project for the 2012 BJA Grant. These funds are to be shared with Vance County on a 60/40 split, City/County respectively. The City's portion will be used to pay overtime and benefits to officers in an effort to reduce robberies and larcenies.			

The foregoing Ordinance 12-49, 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 23 day of July 2012: YES: \*\*\*. NO: \*\*. ABSTAIN: \*\*. ABSENT: \*\*.

\_\_\_\_\_  
James D. O’Geary, Mayor

**ATTEST:**

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

*Reference: Minute Book 42 p. \*\*\*; CAF 12-A-45*

**STATE OF NORTH CAROLINA  
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 12—49 adopted by the Henderson, City Council in Regular Session on 23 July 2012 (Minute Book 42 p.\*\*). This Ordinance is recorded in Ordinance Book 8, p. \*\*\*.

Witness my hand and corporate seal of the City, this \*\*\* day of July 2012.

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

***Attachment A***  
**Ordinance 12—49**  
**FY 11-12 Budget Ordinance Amendment #3**  
*(Reference: CAF: 12-A-45; Resolution 12-1-34, Ordinance 12-49)*

This amendment serves to establish the grant project for the Department of Justice 2012 BJA Grant. This grant is to be shared with Vance County. The County will receive 40% of the funds (\$6,848) and the City will keep 60% of the funds (\$10,272). The City will use its share to pay overtime and benefits to officers in a further effort to reduce robberies and larcenies. The County plans to use their share to update technology through the purchase of notebook computers and other supplies for their officers.

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
*Katherine C. Brafford, Finance Director*

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





9 April 2012

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

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

**RE: CAF: 12-45**

**Consideration of Approval of Resolution 12—34, Grant Application for funding through the US Department of Justice BJA Justice Assistance Grant Program for 2012.**

**Ladies and Gentlemen:**

**Recommendation:**

- Approval of Resolution 12-34, Grant Application for funding through the US Department of Justice BJA Justice Assistance Grant Program for 2012.

**Executive Summary**

Chief Sidwell has requested the Council's review and approval of an application to the US Department of Justice's BJA Justice Assistance Grant Program for 2012 to fund overtime pay for sworn officers of the Henderson Police Department.

The grant, which does not require a cash grant match, must be divided with the Vance County Sheriff's Office as a "disparate jurisdiction" per Department of Justice guidelines. The full amount allocated by the Department of Justice is \$17,120.00. We propose to divide this allocation with the Sheriff's Office in the same manner as past US Department of Justice BJA JAG Grants with 60% being allocated to the City of Henderson and 40% allocated to Vance County. Under this dispersion the City of Henderson would receive \$10,272.00 and Vance County \$6,848.00. The US Department of Justice requires that agencies receiving funds to be divided with a disparate jurisdiction must complete a Memorandum of Understanding. A copy of this Memorandum of Understanding between the City of Henderson and Vance County is

included and will be forwarded to the Vance County Board of Commissioners for their action, if approved.

The grant application must be reviewed by the City Council at least thirty (30) days prior to the grant application being submitted to the US Department of Justice and a time for public comment must be provided. The grant application is due for electronic submission to the US Department of Justice on March 14, 2012. The anticipated notification date if the grant is accepted is 07/01/2012. The grant term would be the same as the Federal Budget Year for 2012-2013: October 1, 2012 to September 30, 2013.

**Enclosures:**

1. Resolution 12-34
2. Internal Process to Decide Whether Grant Application is Appropriate

## RESOLUTION 12-34

### A RESOLUTION AUTHORIZING THE APPLICATION FOR GRANT FUNDING FROM THE US DEPARTMENT OF JUSTICE BJA JUSTICE ASSISTANCE GRANT PROGRAM FOR 2012

**WHEREAS**, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2012 Strategic Planning Retreat; *and*

**WHEREAS**, two of the Key Strategic Objectives are addressed by this Resolution as follows:  
**KSO 2:** To Reduce Crime and Provide for a Safe Community *and* **KSO 8:** To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities; *and*

**WHEREAS**, the Henderson Police Department is the law enforcement agency with the responsibility for law enforcement within the City of Henderson *and*

**WHEREAS**, the Henderson Police Department seeks to use sworn officers to address crime and disorder problems within the City more effectively and safely; *and*

**WHEREAS**, the Henderson Police Department has successfully applied for and received grant funding for Law Enforcement purposes from the US Department of Justice BJA Justice Assistance Grant Program (BJA JAG) in the past, *and*

**WHEREAS**, the US Department of Justice BJA Justice Assistance Grants Program has announced that funding applications be submitted to their program for consideration for funding in the 2012-2013 Federal Fiscal Year, *and*

**WHEREAS**, the City of Henderson and Vance County have entered into and executed Memorandums of Understanding with regards to funding from the US Department of Justice BJA Justice Assistance Grants in the past, *and*

**WHEREAS**, the City of Henderson and Vance County have agreed to disperse the funds from US Department of Justice BJA Justice Assistance Grant Programs in the past with 60% of the funding being dispersed to the City of Henderson and 40% to Vance County as a disparate jurisdiction, *and*

**WHEREAS**, the City of Henderson has been allocated by the US Department of Justice BJA Justice Assistance Grants Program as eligible to apply for \$17,120.00 in funding.

**NOW THEREFORE BE IT RESOLVED** by the Henderson City Council that it does hereby authorize the Chief of Police of the Henderson Police Department to submit this application, for grant funding in the amount of \$17,120.00 and authorizes the City Manager to approve said Application, being more fully articulated in **Attachment A** to

this Resolution, and the Memorandum of Understanding with Vance County, being more fully articulated in *Attachment B* to this Resolution, on behalf of the City.

The foregoing Resolution 12-34, 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 9<sup>th</sup> day of April, 2012: YES: . NO .  
ABSTAIN: . ABSENT: .

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James D. O'Geary, Mayor

**ATTEST:**

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Esther J. McCrackin, City Clerk

Approved as to Legal Form:

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

## City Council Action Form

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



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

Council Meeting: 23 July 12 Short Reg. Meeting

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17 July 2012

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

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

**RE: CAF: 12-94**  
**Consideration of Approval Resolution 12-65, Approval of a Water Sales Agreement with Vance County for Phases 2-A and 2-B**

**Ladies and Gentlemen:**

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

- *KSO 5:* Provide reliable, dependable and environmentally compliant infrastructure systems.
- *KSO 8:* Provide Financial Resourcing, Action Plan 8-3: Evaluate and Amend City/County Joint Programs and Contracts Funding Allocations.
- *Core Value 7:* We value teamwork and collaborative efforts with our fellow workers, stakeholders and partners and believe that through such efforts we will be better able to achieve our goals and objectives.
- *Core Value 9:* We value a good working relationship with the County of Vance and believe by working together in a cooperative effort we can better address the strategic challenges and opportunities facing our community.

### **Recommendation:**

- Approval of Resolution 12-65, Approval of a Water Sales Agreement with Vance County for Phases 2-A and 2-B.

### **Executive Summary**

The City and County have been negotiating a water sales agreement for Phases 2-A and 2-B since Summer/Fall of last year. Councilmember Inscoe and County Commissioner Hester have served as inter-governmental liaisons working on crafting the agreement. Consensus has been achieved and is fully articulated in the Water Sales Agreement attached hereto as part of Resolution 12-65.

The water sales agreement follows the form and tenor of that established in the Phase 1-A Agreement. Key elements of the Agreement include the following:

- Term of 40 years
- Sale of up to 175,000 gallons of water per day
- Initial price established at \$2.90 per 1,000 gallons with said rate frozen until 31 March 2015
- County pays City \$1,750,000 water reservation fee, to be paid in even increments over a 40 year period.
- County pays City a one-time tap fee of \$140,000, due and payable at the time of contract execution between the City and County. This is subject to refund should USDA not approve the water sales agreement.

The City is still waiting to receive Exhibit A from the County. Exhibit A consists of a Phases 2-A and 2-B area map and a table defining the water lines by location and size.

The Water Sales Agreement is subject to approval by the US Department of Agriculture.

#### **Enclosures**

1. Resolution 12-65

## RESOLUTION 12-65

### A RESOLUTION APPROVING A WATER SALES AGREEMENT WITH VANCE COUNTY FOR PHASES 2-A AND 2-B

**WHEREAS**, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2012, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals and 12 Core Values; *and*

**WHEREAS**, this Resolution addresses two of the Key Strategic Objectives as follows: KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems and KSO 8: Provide Financial Resourcing, Action Plan 8-3: Evaluate and Amend City/County Joint Programs and Contracts Funding Allocations; *and*

**WHEREAS**, this Resolution further addresses two of the Core Values and Principles that Guide the City's Work as follows: CV 7: Teamwork and Collaborative Efforts, *and* CV 9: Good Working Relationship with Vance County; *and*

**WHEREAS**, the City and County have been in negotiations over the past one and one-half years regarding the sale of water for the proposed county-wide water system Phases 2-A and 2-B; *and*

**WHEREAS**, the County of Vance has requested to purchase up to 175,000 gallons per day of potable water from the City for County Water District Phases 2-A & 2-B; *and*

**WHEREAS**, the City Council believes it is in the best interest of the City and Vance County for a viable county-wide water system to be built; *and*

**WHEREAS**, the negotiating teams for both the City and County have achieved a consensus and presented contracts for consideration of the Henderson City Council and the Vance County Board of Commissioners.

**NOW THEREFORE BE IT RESOLVED** by the Henderson City Council that it does hereby conditionally approve 1) A Water Sales Agreement with Vance County for Phases 2-A and 2-B, said agreement being more fully articulated in **Attachment No. 1** to this Resolution; *and* 2) These conditional approvals are contingent upon the following:

1. The Vance County Board of Commissioners shall approve and execute the Water Sales Agreement (*Attachment No. 1*); *and*
2. Vance County shall provide to the City in a manner acceptable to the City Manager and City Engineer data for Exhibit A, Water Sales Agreement, which is a Phase 2-A Map and a Phase 2-B Map and a Table of All Water Lines to be included in Phase 2-

A and 2-B, by location (beginning and ending points), size and connection points to the City's water distribution system, *and*

3. The contract will become effective only after the United States Department of Agriculture approves and executes the water sales agreement.

The foregoing Resolution 12—65 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 23<sup>rd</sup> day of July 2012: YES: \*\*\*\*. NO: \*\*. ABSTAIN: \*\*. ABSENT: \*\*.

**ATTEST:**

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

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

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

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



**STATE OF NORTH CAROLINA**

**COUNTY OF VANCE**

**WATER SALES AGREEMENT  
FOR PHASES 2A AND 2B**

THIS WATER SALES AGREEMENT, made and entered into this the \_\_\_\_\_ day of July, 2012 by and between the City of Henderson (a municipal corporation organized under the laws of the State of North Carolina and situated in Vance County, North Carolina), hereinafter referred to as "Henderson" or "City"; and Vance County hereinafter referred to as "Vance County" or "County"; and the Vance County Water District, hereinafter referred to as "District".

WITNESSETH :

WHEREAS, the City of Henderson presently provides potable water (as a member of the Regional Water System and as a North Carolina municipality) to the City of Henderson and to the surrounding area with transmission mains extending outside of the City of Henderson for some distances (including one extending the length of the Fleming Town Road in Vance County and another transmission line extending across from the Fleming Town Road to NC Highway 39 at Harris Crossroads and then southerly along NC Highway 39 to the City of Henderson, and other major transmission mains extending through the length of Vance County along US Highway 1 and US Highway 1 Bypass and throughout Vance County on Highway US 158) and also provides water to the Kittrell Water Association (which owns a transmission line extending along US Highway 1 Business from its intersection with US Highway 1 Bypass southward to the Town of Kittrell and which owns and maintains other water lines serving the area surrounding the Town of Kittrell); and

WHEREAS, the City of Henderson further has an agreement with Warren County, North Carolina (as a partner in the Regional Water System) relative to the City's water transmission main running northeasterly from the Regional Water System mains in Vance County to the Warren County line at Drewry and further relative to Warren County's water lines servicing that portion of Vance County north of Drewry which is separated from the rest of Vance County by a portion of the John H. Kerr Reservoir; and

WHEREAS, there is a further transmission line which extends from NC Highway 39 (North) in a westerly direction to the Granville County line to serve the City of Oxford; and

WHEREAS, the City (and the other entities) presently sell water to customers from said major transmission mains and from distribution lines connected to the same; and

WHEREAS, Vance County Water District is obtaining grants from the USDA to construct one or more systems of distribution lines serving portions of Vance County, North Carolina outside of the areas served by the City of Henderson (and the other entities herein set forth); and

WHEREAS, the District, through the County desires to purchase water for said system from the City of Henderson for Phases 2A and 2B of the proposed District Water Systems; and

WHEREAS, the City and the County agree to assist the District in any feasible way and more especially as set forth in this Agreement.

WHEREAS, the City of Henderson is willing to sell water to Vance County which will assign its rights to the same to the District for use in said Vance County Phase 2A and Phase 2B water systems on the terms and conditions hereinafter set forth; and

WHEREAS, Vance County is willing to purchase water for Phase 2A and Phase 2B from the City of Henderson and to assign its rights to the same to the District under said terms and conditions for purposes of resell to its customers.

NOW, THEREFORE, for and in consideration of the mutual promises and Agreements herein contained and the reliance by each party on the performance of the other, the City of Henderson, Vance County and the Vance County Water District agree as follows:

- (1) In the event that the applications for grants and/or loans for the Vance County Water District are approved and the requisite citizens to be served by Vance County's Phase 2A and Phase 2B water systems sign up for service so as to make the District's Phase 2A and Phase 2B water systems feasible, then the District will proceed at its own expense with having the necessary engineering performed, surveying relative to any rights of way required (if any are needed), acquiring any needed rights of way, and shall proceed with preparations for advertising for bids for the construction of water transmission lines (at least six inches in diameter except as where mutually agreed) and distribution lines extending from the present terminus of the respective adjacent City lines and mains to the respective areas to be served by the District.
- (2) The final plans, specifications and design of the project (and any major changes subsequently made thereto) shall be submitted to the City Manager (or his authorized designee) of the City of Henderson before final approval by the District. The City of Henderson shall have the right prior to final approval to reasonably modify any portions of the Vance County Phase 2A and Phase 2B water systems to the extent desirable so that the same does not interfere with present operation and distribution of the water system of the City of Henderson, provided that the same shall not unreasonably delay construction of that portion of the District's water system being proposed nor does it cause distribution in the proposed area to be limited except as allowed herein. Nothing herein shall diminish the U. S. Department of Agriculture's approval rights.
- (3) After all the Phase 2A and Phase 2B project funds have been committed to the satisfaction of the District, the District shall then proceed with the authorization of the final design of the Phase 2A and Phase 2B systems being proposed and shall proceed with authorization of the final design of the system and acquisition of any land and easements needed and with the advertising for bids and awarding of the construction contracts (if sufficient funds are then available) relative to that portion of the Vance County Water District Phase 2A and Phase 2B water systems then proposed to be constructed.

- (4) The ownership to all land and rights of way acquired and any and all facilities located thereon and all water lines being constructed as a part of the project shall thereafter be vested in the Vance County Water District. The use and operation of the lines and facilities are vested in the District, subject to the specific contractual rights of the City of Henderson as set forth in this Agreement. It is agreed that said newly constructed lines (and all attachments and appurtenances thereto) shall be the sole property of the District which can only sell or assign its title to said lines in the future, subject to the contractual rights of the City of Henderson herein, only to a responsible successor (reasonably acceptable to the City of Henderson and to any granting agency funding the project) which grantee shall assume all of the obligations of the District hereunder and be bound by all of the terms of this Agreement. It is agreed that this paragraph does not create nor cause to be created any liens superior to any current or future lender to the County or to the District; nor shall any subordination be required.
- (5) As a part of the consideration of this Agreement, the District agrees that no water lines will be installed that contain less than a six-inch diameter except at places where the City agrees that water quality would be adversely affected. Moreover, all lines installed by the County must be at least eight inches in diameter wherever the City designates within the City's Extra-Territorial Planning Area and also on logical Growth Corridors elsewhere within 3 miles (as the crow flies) of the then existing City Limits of the City of Henderson.

The City is to receive the proposed lay-outs of the respective lines proposed by the District relative to its Phase 2A and Phase 2B water systems. The City must approve, before the plans are finalized, the location of proposed taps, distribution lines and sizes, and any matters which will effect hydraulics in the City or Regional Water Systems.

Furthermore, the District and Vance County will install at their expense standard fire hydrants at least every 2,000 lineal feet of the District's water lines and also "stub-outs" (for a fire hydrant) at least every 1,000 lineal feet of the District's water lines (except where District, County or City fire hydrants are located) laid within the Extra-Territorial Planning Area of the City of Henderson and also where the City designates along logical Growth Corridors designated by the City elsewhere within 3 miles (as the crow flies) of the then existing City Limits of the City of Henderson.

For purposes of this Paragraph (5), Logical Growth Corridors shall be determined as areas which have been identified by the City as future growth areas in any of their existing or long range planning documents as of the date that the District presents its plans to the City for the respective proposed water line.

- (6) The District shall have the right at its own expense to place a booster pump station and/or a pressure reducing station and/or overhead tanks anywhere along any portion of the proposed new transmission lines, which facilities are to be maintained by the District. Provided, however, that no booster pump station and/or pressure reducing station or overhead tank shall be placed on said lines or in the proposed Phase 2A and Phase 2B water systems of until the plans and specifications have been presented to the City of

Henderson for approval by its engineers and a determination that the same will not adversely affect the City of Henderson's water system and the Regional Water System.

In the event District constructs any overhead tanks or booster pumping stations or pressure reducing valves, District will carefully calibrate the same so that they conform with the City's existing systems of monitoring water levels and other overhead tanks so that consistent water levels will be maintained at the respective levels needed to provide required pressure to service all water systems whose ultimate source is the Regional Water System and to provide adequate fire protection throughout all such systems.

- (7) Upon completion of the construction of said proposed Phase 2A and Phase 2B water systems project, District agrees to tap onto the existing water system of the City of Henderson at points reasonably designated and approved by the City of Henderson, said taps to be made under the supervision of (and in a manner acceptable to) the City of Henderson and its engineers. All costs for the tap and connection shall be borne and promptly paid for by the District.
- (8) As a part of the construction costs of any Vance County or District water system, a meter (with a back flow check valve and any other device deemed necessary by the City of Henderson to protect the City's or Regional water systems) acceptable to the City of Henderson shall be placed at the junction of any new transmission line owned by the District or Vance County with the existing water system of the City of Henderson or of the Regional Water System, and all water passing through said meter or meters shall be conclusively deemed purchased by Vance County who shall pay the City of Henderson for the same based on an initial rate of \$2.90 per 1,000 gallons for up to 175,000 gallons per day for Phase 2A and 2B. This rate shall be binding on the parties through March 31, 2015; provided however, that commencing on March 31, 2015, all rates then being charged for said 175,000 gallons per day to Vance County shall be thereafter subject to automatic periodic increases in said rate in the same proportion (or percentage) as increases in water rates for users outside of the City Limits of the City of Henderson based on the schedule of rates periodically adopted by the City Council of the City of Henderson in its sole discretion. (For example, if the outside water rate increases by 5%, the initial \$2.90 rate shall increase to \$3.045 per 1,000 gallons at that time).

These rates shall be in addition to the allocation reservation fee and the General Tap Fee set forth in Paragraph (11) hereof.

It is understood and agreed that the rates herein set forth shall only apply to the then first 175,000 gallons a day of water sold by the City to the County for Phase 2A and Phase 2B of the District Water Systems. All rates for excess water (over 175,000 gallons of water per day for Phase 2A and Phase 2B) shall be subject to negotiation between the City and County; provided however, that if said two parties are unable to agree upon any rate within 30 days after notice (of the need to establish a rate), then the reasonable rate therefore shall be conclusively set at the rate that the City of Henderson then charges for water to the Town of Kittrell, until a different rate is agreed upon by the City and County.

The City of Henderson shall bill Vance County on the 15<sup>th</sup> day of each calendar month (or the next consecutive business day if a holiday or weekend) and said bills shall be promptly paid to the City of Henderson by Vance County in accordance with the City of Henderson's Code of Ordinances in effect at said respective times (and as may be modified by the City of Henderson from time to time). It is expressly understood and agreed that the establishment of an initial rate to be paid by Vance County herein shall not prevent the City Council of the City of Henderson, in its sole discretion, from changing its rates charged to outside users at any time and the parties hereto agree to be bound by said modified percentage increases as of the effective date of said modification or changes; Vance County further understands that the City of Henderson is under no obligation to the parties herein except as herein expressly set forth.

It is agreed that Vance County will assign all of its rights and obligations under this Agreement to the Vance County Water District provided Vance County shall remain liable for all obligations of the County hereunder. No other wholesale water resale by the County or water assignment by the County or by the District is permitted without the written consent of the City Council of Henderson.

- (9) The meters hereinabove referred to shall measure the water being purchased in cubic feet, or such other unit of measure as shall be reasonably designated by the City of Henderson. It is agreed that the City of Henderson shall have the right to calibrate any such meter at any time that it feels the same is not accurate; and District or Vance County shall likewise have the right to require the City of Henderson to calibrate any such meter at reasonable intervals, the expenses of calibration to be paid in accordance with the then existing ordinances of the City of Henderson. In the event any significant calibration error is discovered, then the City shall bill or credit the County (during the period said meter can be shown to be in error) for water amounts based upon the most recent historical twelve month amounts passing through the respective meter (or such lesser period of time that said meter has been in service and use).

At any and all connections of the County or District water lines with City water lines, the City can require not only meters (for measuring water consumption) but also check valves (with approved bypasses to be used with City approval in emergencies) to prevent the back flow of water (thus minimizing possible meter errors and also water contamination).

- (10) Subject to the provision hereof, the District shall have the sole and exclusive right to tap the proposed new District Phase 2A and Phase 2B water systems' transmission lines and distribution lines to be constructed by the District under the terms of this Agreement at any place or places that it may desire and shall have the sole right to re-sell the water being metered to Vance County to such retail entities and at such rates as it may establish, and the District shall read all of its customers' meters, bill for its water sales and receive all proceeds from such sales (after any reimbursements to the County for any water bill owing to the City), subject to the provisions of this Agreement (provided that the same does not unreasonably interfere with the City of Henderson's ability to provide

water to its then existing customers and/or to fulfill the reasonably anticipated water needs of its other known or anticipated customers).

Provided, further that no water shall be resold or used (relative to each user) by Vance County or the District (or its assignee) unless a septic tank or sewerage disposal system is in place for treating the same relative to said respective ultimate customer and approved by the Vance County Health Department or the North Carolina State Board of Health or other governmental agency to which such authority for approval has been officially delegated.

- (11) Vance County has requested that the City of Henderson reserve a total of 175,000 gallons per day for Phase 2A and Phase 2B from the City of Henderson's water supply for the exclusive use of the District's proposed Phase 2A and Phase 2B water systems and for the District's re-sale to its customers served by said 2 Phases. In consideration of the reservation of said 175,000 gallons per day for Phase 2A and Phase 2B, Vance County agrees to pay the City of Henderson a water allocation reservation fee of \$1,750,000. . This water reservation fee may be paid to Henderson in one lump sum or financed by Henderson over a period not to exceed forty (40) years (but no later than March 31, 2052) without interest, at the County's option. If financed over the full term (rather than any prepayment) equal annual periodic payments of \$43,750.00 would be due and payable to Henderson on the 31<sup>st</sup> day of July of each calendar year commencing July 31, 2013; provided, however that the last annual payment shall be due to the City on March 31, 2052. The County may pre-pay the water allocation fee in whole or in part at any time without penalty.

This reservation of 175,000 gallons of water per day shall only apply to Phase 2A and Phase 2B of the District's Water Systems. Any subsequent reservation for any subsequent Phase will be subject to negotiation.

Moreover, in addition to the above allocation reservation fee, the County will pay to the City a General Tap Fee of \$140,000.00 (in consideration of the City maintaining the initial water rate of \$2.90 per 1000 gallons of water per day for said 175,000 gallons through March 31, 2015), said General Tap Fee to be for the ability of the County to tap the existing City transmission mains (to be done pursuant to the provisions of Paragraph 7) and is to all be due and payable in full by the County to the City upon the execution of this Agreement by the City and County. Provided however that upon receipt of a letter from the USDA that the funding for Phases 2A and 2B has been denied, the City will promptly refund the \$140,000.00 to the County.

- (12) It is expressly agreed as a condition of this agreement (and as an integral part of the consideration of the same) that Vance County and the District will not, without the prior consent of the City of Henderson:
- (a) extend its average daily consumption to a total of more than 175,000 gallons a day for Phase 2A and Phase 2B, or

- (b) extend its water mains or lines to any area then capable of being served or hereafter proposed (for which an engineer has drafted plans and specifications and which lines are proposed to be installed within one year) to be served with water by the City of Henderson, or
- (c) engage, or threaten to engage, in competition with the City of Henderson relative to the sale of water by the City of Henderson or the Regional Water System. (Competition with the Regional Water System or with the City's water transmission main running south to the Tar River means serving any area within 1,000 feet of said respective transmission main or any other area then served by the City from the same, without the consent of the City.)

So long as Vance County (and its assigns) are not in default of this Agreement, the City of Henderson agrees not to extend its water distribution lines to any area which is then presently served with water or is hereafter proposed (for which an engineer has drafted plans and specifications and which lines are proposed to be installed within one year) to be served by the District (unless said area is in the process of being annexed into the City).

- (13) All maintenance of the District's water systems will be assumed and performed by the District who will be responsible for providing all the requisite labor and equipment and expenses needed for such purpose. There shall be no discount on the amount of water being metered and purchased by the County from the City of Henderson under this Agreement by reason of any leakage or improper maintenance or by reason of any other cause. The District and Vance County shall be solely responsible for the maintenance of the mains, water lines, pipes, booster pump stations, elevated tanks, meters, and facilities in the proposed District water systems, and any additions or extensions of the same. Provided, however, if any meter is shown to be defective or malfunctioning, the City shall have the right (but not any obligation) to replace or repair the same if it is otherwise not repaired or replaced (within a period of time reasonable under the circumstances and after notice) and in such event, the costs of such repair or replacement shall be reimbursed to the City by the other parties hereto.
- (14) Vance County and the District each agree for itself and its assigns and customers that in no event will water to be purchased from the City of Henderson be commingled with any water from any wells or other sources after the proposed new District water system transmission lines have been tapped, and Vance County and the District will not permit the same to be done by others and will take all actions necessary to prevent or remedy any such commingling. No water consumer will be allowed to make a cross connection between the District water transmission or distribution lines (or any other water lines of Vance County or the District) and a private or public well, spring or other source. Where a customer has another source of water in addition to that being supplied by the water service system of Vance County or the District (or its respective assignee, if any), there shall be no physical connection between the two water supplies.

- (15) There shall be no cross connection between the water lines of Vance County or the District (or its respective assignee, if any) and air lines used for washing automobiles or any other purpose. Where water passes through a recirculating system, such as cooling towers, there shall be no physical connection between the District water systems and the pressure lines from the recirculating system.

Vance County and the District both further agree (and binds its respective successors, assignees, and customers) to comply with all applicable provisions of the City of Henderson's Code of Ordinances periodically in effect relative to preserving the quality of water or otherwise relative to potable water (as said Ordinances may be modified from time to time by the City Council of the City of Henderson).

- (16) As a specific part of the consideration of this Agreement, the District and the County each agree that it will neither construct any water lines or mains nor sell water to any customers in any areas served by then existing water transmission lines or distribution water lines of the City of Henderson, the Town of Kittrell, the Kittrell Water Association or Warren County without the written consent of said respective entity and of the City of Henderson City Council. Moreover, no District or County lines shall be constructed or water sold to customers outside of Vance County without the official approval of the City Council. Further, no District or County lines shall be constructed or water sold to customers within the then Extra Territorial Jurisdiction Area of the City without the specific consent of the City Engineer and City Manager.

- (17) Subject to the terms and provisions of this Agreement, the City of Henderson agrees to provide potable (drinkable) water to Vance County at the location of said proposed meters at the junction of the District's transmission lines with the then existing lines of the City of Henderson; said water is not warranted for use for any other particular purpose. The City of Henderson shall not be liable or accountable for any failure to treat and/or deliver potable (drinkable per State standards) water, or otherwise perform this Agreement, in the event such failure is due to acts of God, strikes, power failure, line breaks, system repairs, catastrophe, tampering, or other causes beyond the control of the City of Henderson. Henderson shall attempt to give Vance County and the District reasonable notice, if at all possible, of any interruptions which might be reasonably be anticipated, said notice to be given to the County Manager or such other person as Vance County or the District may designate in writing. The parties hereto acknowledge the primary responsibilities of the City of Henderson is to provide water to customers and taxpayers residing within its City limits.

Otherwise and to the extent feasible, any water shortages will be shared proportionately among all customers of the City of Henderson (subject to the rights of the City of Henderson to funnel water first to emergency services); provided that nothing herein shall prevent the City of Henderson from encouraging conservation or curtailing or restricting the use of water for certain purposes or by certain classes of water users pursuant to the City's Water Shortage Ordinance and Regulations (and any amendments thereto).



- (18) It is specifically agreed that the City of Henderson shall have the right to discontinue service at any time to Vance County in the event Vance County (or its assignee) does not pay any funds owing to the City of Henderson relative to the purchase of water or related services set forth herein, or in the event Vance County otherwise defaults under the terms of this Agreement (including the payment for all water passing through said proposed meters) and further fails to remedy said non-payment or default or breach within fifteen (15) days after written notice of the same, delivered or mailed to Vance County (or its assignee) at its last known address. In the event service is so discontinued, then the City of Henderson (or its assignee) shall have the exclusive right and option to sell water (using mains, lines, tanks and facilities of the District or its assignee) if the City so desires, to any customer or customers previously purchasing water from Vance County or the District (or its respective assignee, if any) upon the conditions prescribed in the City of Henderson Code of Ordinances for services to users outside of the corporate limits of the City of Henderson; upon such discontinuance of service to Vance County, Vance County and the District (and its respective assignee, if any) each hereby irrevocably grants to the City of Henderson the privilege of using all lines, mains, tanks and facilities of the District's water systems for such purpose, if desired by the City of Henderson. The rights and privileges of the City of Henderson to sell said water and use the lines, mains, tanks and facilities of the District as set forth above in this paragraph shall create no additional obligations upon the City of Henderson and said rights and privileges shall only apply during the period of time that said non-payment has not been fully remedied (or default or breach not fully cured) and further while a responsible entity (reasonably acceptable to the City of Henderson, and any granting agency) has not completely assumed and is performing all of the contractual obligations of Vance County and the District under this Agreement.
- (19) In the event the Phase 2A and Phase 2B project becomes economically unfeasible (because of insufficient grant and/or loan funds, rising constructions costs, or the inability of District to pay for the total project costs through no fault of Vance County or the District, or the failure of a sufficient number of customers to sign up for the District's water service), so that there is no award of any construction contract for Phase 2A and Phase 2B within five years of the date hereof, then this agreement shall terminate and the parties hereto shall be under no further obligation to each other; provided, however, that Vance County shall thereupon immediately reimburse the City of Henderson for any reasonable expenses that may have been incurred by the City of Henderson pursuant to this Agreement prior to said termination.
- (20) In any event (regardless of whether there has been an award for any construction contact) Vance County agrees to save and hold harmless the City of Henderson from any and all reasonable costs, expenses, or liability which the City of Henderson may incur relative to the proposed construction and operation of said proposed District Phase 2A and Phase 2B water systems.
- (21) This Agreement shall exist and continue for a period of forty (40) years from the date hereof and thereafter may be renewed or extended for such term, or terms, as may be

mutually agreeable by the parties; provided, however, the City of Henderson shall have the right to terminate this Agreement :

- (a) If for any reason the City of Henderson cannot obtain water from the US Army Corp. of Engineers out of the John H. Kerr Reservoir in a reasonable capacity and rate to meet the needs of the City of Henderson and its customers, or
  - (b) Any sale of water by Vance County or the District that is outside of and/or violates any interbasin rules or regulations that currently exist or may exist in the future (it being understood and agreed that Vance County shall be solely responsible for obtaining any waiver or allotment that is required relative to any interbasin transfers) of water purchased, sold, or used hereunder by the County or the District.
- (22) The parties to this Agreement shall not discriminate in the hiring or firing of employees, and further bind their respective assigns and successors in interest or title to so not discriminate.
- (23) This Agreement may be amended only with the written consent of all the City of Henderson and Vance County and the Vance County Water District (or their respective assignees).
- (24) This Agreement shall be construed under the laws of the State of North Carolina.
- (25) This Agreement shall be only effective after approval by the Area Director of the United States Department of Agriculture, as granting agency for the Vance County Water District's phase 2A and 2B project.

IN TESTIMONY WHEREOF, THE CITY OF HENDERSON, AND THE COUNTY OF VANCE AND THE VANCE COUNTY WATER DISTRICT have each caused this Agreement to be executed, all pursuant to authorities given by their respective governing bodies, this the day and year first above written.

ATTEST: CITY OF HENDERSON  
BY: \_\_\_\_\_  
James D. O'Geary, Mayor

\_\_\_\_\_  
City Clerk

(MUNICIPAL SEAL)

Approved as to legal form:

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

ATTEST:

\_\_\_\_\_  
Clerk to the Board of Commissioners

(COUNTY SEAL)

COUNTY OF VANCE

BY: \_\_\_\_\_  
Chairman of the Vance County  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk

(WATER DISTRICT SEAL)

VANCE COUNTY WATER DISTRICT

BY: \_\_\_\_\_  
Chairman of the Board

This Agreement is approved by the United States Department of Agriculture with the understanding that portions of the said proposed water system (including the stub-outs and any oversized lines) are not covered by the USDA Grant and will be paid for by others.

This the \_\_\_ day of \_\_\_\_\_, 2012.

UNITED STATES DEPARTMENT OF AGRICULTURE

BY: \_\_\_\_\_

## City Council Action Form

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



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

**Council Meeting:** 23 Jul 12 Short Reg. Meeting

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19 July 2012

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

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

**RE: CAF: 12-90**  
**Consideration of Approval of Resolution 12-61, Council Committee Appointments.**

**Ladies and Gentlemen:**

**Recommendation:**

- Approval of Resolution 12-61, Council Committee Appointments.

**Executive Summary**

Thank you for submitting your committee appointment requests. The Mayor and Mayor Pro-Tempore met on 19 July 2012 to review the questionnaires submitted by Council and have developed a recommended appointments list.

After reviewing the requests for service on various committees, appointments were made in an effort to honor requests to the extent feasible. The recommendations are presented on Resolution 12-61.

Enclosure:

1. Resolution 12-61

# RESOLUTION 12-61

## A RESOLUTION ESTABLISHING CITY COUNCIL COMMITTEE APPOINTMENTS AND APPOINTMENT OF SERGEANT-AT-ARMS

**WHEREAS**, the City Council reorganizes itself during the first meetings after the biennial installation of newly elected officials; *and*

**WHEREAS**, newly elected officials were installed at the 9 July 2012 City Council meeting and as part of the reorganization, the City Council appointed Council Member D. Michael Rainey as Mayor Pro-Tempore and reappointed City Manager A. Ray Griffin, Jr., City Attorney John Zollicoffer and City Clerk Esther J. McCrackin; *and*

**WHEREAS**, another function of reorganization for the new City Council is to consider the appointment of Council Members to various committees and boards and commissions; *and*

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Henderson City Council that it approves its current committee structure to provide for the City Council to serve as the Committee of the Whole; said committee will continue to operate in the Work Session environment and the Mayor shall serve as its Chairman and the Mayor Pro-Tempore as its Vice Chairman; *and*

**BE IT FURTHER RESOLVED** that due to the shortened term of City Council as a result of the delayed elections, (9 July 2012 – 9 December 2013), each committee Chairman and Vice Chairman will serve in such capacity for the entire term. Those serving half a term as Chairman and half a term as Vice Chairman will resume during the December 2013 Council reorganization.

**BE IT FURTHER RESOLVED**, that the appointments recommended by the Mayor and Mayor Pro-Tempore, are approved, said appointments being more fully articulated in *Attachment A*.

The foregoing Resolution 12-61, introduced by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ on this the 23<sup>rd</sup> day of July 2012, and having been submitted to a roll call vote, was \*\*\* by the following votes: YES: NO: ABSTAIN: ABSENT:

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James D. O'Geary, Mayor  
City of Henderson

**ATTEST:**

---

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

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John H. Zollicoffer, Jr., City Attorney  
*Reference: Minute Book 42, p \*\*: Resolution 10-05*

Appointment Recommendations  
2012-2013

	Mayor		Kearney		Coffey		Inscoc		Rainey		Peace-Jenkins		Daeke		Brown		Daye	
	Appt	Chair	Appt	Chair	Appt	Chair	Appt	Chair	Appt	Chair	Appt	Chair	Appt	Chair	Appt	Chair	Appt	Chair
Mayor Pro-Tem									X									
Chaplain									X	VC	X	C						
Committee of Whole	X	C	X		X		X		X	VC	X		X		X		X	
Public Safety									X	C			X		X	VC	X	
Human Resources	X		X	VC	X				X	C							X	
Land Planning & Development	X						X	VC					X	C	X			
Boards & Commissions	X				X	VC							X	C			X	
Downtown Development Committee	X																	
Chamber of Commerce Board	X																	
H-V Industrial Park	X																	
H/V Economic Dev. Commission			X															
H-V 911 Board					X										X			
Regional Water System							X	C										
Fireman's Supplemental Retirement											X							
Economic Dev. Partnership			X												X			
Regional Transportation Org.																	X	
High Speed Rail															X			
City Planning Board							X		X									
Redevelopment Committee							X											
Clean Up Henderson****																		
City Liaison							X											
Sergeant-at-Arms = Police Chief or his designee																		
KEY: C=Chair for 2012/2013; VC = Vice Chair for 2012/2013; X = Committee Member																		
**** = To Be Determined at a Later Date																		

## *Meetings and Events Calendar*

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
July 27 <sup>th</sup>	10:00 AM	<b>Henderson-Vance E911 Advisory Board Meeting</b>	E911 Operation Center
Aug 1 <sup>st</sup>	8:00 AM	<b>Clean Up Henderson</b>	City Operations Center
Aug 6 <sup>th</sup>	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
Aug 7 <sup>th</sup>	3:30 PM	<b>Henderson Zoning Board of Adjustments</b>	City Council Chambers
Aug 9 <sup>th</sup>	12:00 PM	<b>Henderson-Vance Parks &amp; Recreation Commission</b>	Aycock Recreation Center
Aug 13 <sup>th</sup>	9:30 AM	<b>KLRWS Advisory Board Meeting</b>	City Hall Large Conference Meeting
Aug 13 <sup>th</sup>	6:00 PM	<b>City Council Regular Meeting</b>	City Council Chambers
Aug 14 <sup>th</sup>	3:00 PM	<b>Henderson Appearance Committee</b>	City Council Chambers
Aug 16 <sup>th</sup>	7:00 PM	<b>Human Relations Commission</b>	City Council Chambers
Aug 23 <sup>rd</sup>	8:00 AM	<b>City Council Team Building Day</b>	Aycock Recreation Center
Aug 27 <sup>th</sup>	6:00 PM	<b>City Council Meeting Work Session to Follow</b>	City Council Chambers
Sept 3 <sup>rd</sup>		<b>City Hall Closed Happy Labor Day</b>	<b>Happy Labor Day</b> 
Sept 4 <sup>th</sup>	3:30 PM	<b>Henderson Zoning Board of Adjustments</b>	City Council Chambers
Sept 5 <sup>th</sup>	8:00 AM	<b>Clean Up Henderson Committee</b>	City Operations Center
Sept 10 <sup>th</sup>	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
Sept 10 <sup>th</sup>	5:00 PM	<b>Library Board of Trustees</b>	H. Leslie Perry Memorial Library Board Room
Sept 10 <sup>th</sup>	6:00 PM	<b>City Council Regular Meeting</b>	City Council Chambers
Sept 11 <sup>th</sup>	3:00 PM	<b>Henderson Appearance Committee</b>	City Council Chambers
Sept 13 <sup>th</sup>	12:00 PM	<b>Henderson-Vance Parks &amp; Recreation Commission</b>	Aycock Recreation Center
Sept 20 <sup>th</sup>	7:00 PM	<b>Human Relations Commission</b>	City Council Chambers
Sept 24 <sup>th</sup>	6:00 PM	<b>City Council Meeting Work Session to Follow</b>	City Council Chambers
Sept 28 <sup>th</sup>	10:00 AM	<b>Henderson-Vance E911 Advisory Board Meeting</b>	E 911 Operation Center
Oct 1 <sup>st</sup>	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
Oct 2 <sup>nd</sup>	3:30 PM	<b>Henderson Zoning Board of Adjustments</b>	City Council Chambers

*Last Updated: 7/20/2012 10:45 AM*





PROCLAMATION 12-20  
A PROCLAMATION of the Mayor and City Council recognizing  
The Henderson Rec Players

**WHEREAS**, the inaugural season of the Henderson Rec Players occurred in 1972; *and*

**WHEREAS**, the Henderson Rec Players was founded from a joint vision of Chuck Grubbs, first Recreation Department Director, and Dwight Pearce, who directed the majority of productions for approximately thirty years; *and*

**WHEREAS**, three plays were produced during the first season: *Oklahoma!*, *The Impossible Years* and *The Fantasticks*, with Dwight Pearce directing and Ann Royster as musical director; *and*

**WHEREAS**, the main actors in *Oklahoma!* were Elizabeth Savage as *Aunt Eller* and Jim Davis as cowboy *Curley*; *and*

**WHEREAS**, Jo Ellen Meekins Nowell, a veteran actress began directing in 2002, and Cindy Holton Edwards and Henry Ross have served as musical directors for the majority of the productions; *and*

**WHEREAS**, Tommy Nowell is the only person to have participated in every single production by the Henderson Rec Players; *and*

**WHEREAS**, Jonathan O'Geary has been the most frequently featured lead actor; *and*

**WHEREAS**, the Henderson Rec Players have presented more than 100 full-length musicals and stage plays since 1972, offering many of Henderson's youth and citizens their first taste of theater and the arts.

**NOW, THEREFORE, BE IT RESOLVED THAT, I, JAMES D. O'GEARY**, Mayor of the City of Henderson, North Carolina, along with Henderson City Council Members, do hereby proclaim this day, Saturday, 14 July 2012, as Henderson Rec Players Day in recognition of their 40<sup>th</sup> Anniversary.

Proclaimed this 14<sup>th</sup> day of July 2012.

---

James D. O'Geary, Mayor

Attest:

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Esther J. McCrackin, City Clerk



## **AGENDA**

**Henderson City Council Work Session  
Monday, 23 July 2012 Immediately Following Regular Session  
R. G. (Chick) Young, Jr. Council Chambers, Municipal Building  
134 Rose Avenue  
Henderson, North Carolina**

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

Mayor James D. O'Geary, Presiding

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

Councilmember Brenda G. Peace—Jenkins  
Councilmember Garry D. Daeke  
Councilmember Vernon L. Brown  
Councilmember George M. Daye

### **City Officials**

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

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

#### **II. ROLL CALL**

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

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

- a)* Consideration of Approval of Resolution 12-58, Approving Acknowledgement and Consent to the Change out of Various Wireless Communication Equipment Related to an Existing Lease Agreement with SprintCom, Inc. (CAF 12-87) [See Notebook Tab 8]
  - Resolution 12-58
- b)* Consideration of Approval of Resolution 12-57, Authorizing the Donation of 7 Obsolete Portable Radios and 6 Obsolete Mobile Radios to the Vance-Granville Basic Law Enforcement Training Program. (CAF 12-86) [See Notebook Tab 9]
  - Resolution 12-57

- c) Consideration of Approval of Resolution 12-55, Private Fire Hydrant Testing Policy. (CAF 12-82) [See Notebook Tab 10]
  - Resolution 12-55
  
- d) Consideration of Approval of Resolution 12-60, Accepting the Presentation and Review of the KLRWS Master Plan Update and the Sandy Creek Pump Station Hydraulic Analysis. (CAF 12-89) [See Notebook Tab 11 and separate enclosure] **Not Attached -to view, contact KLRWS Plant Manager**
  - Resolution 12-60
  
- e) Consideration of Approval of Resolution 12-44, Supporting the Vance County Comprehensive Transportation Maps with the Exception of Dabney Drive: 2) Endorsing the Concept of Two Way Pair Traffic Design for Dabney Drive and Corbitt Drive; 3) Not Supporting the Details for Dabney Drive Relative to the Lack of Traffic Calming Devices, Lack of North/South Crossing, and Requesting Better Pedestrian Access Along/Across Dabney Drive Providing Adequate Connectivity for Citizens, Businesses and Schools. (CAF 12-73) [See Notebook Tab 12 ]
  - Resolution 12-44
  
- f) Consideration of CM 12-09, Status of Sewer Projects. [See Notebook Tab 13]
  
- g) Consideration of CM 12-10, CDBG Funding Availability. [See Notebook Tab 14]
  
- h) Discussion of Moped Issues. [See Notebook Tab 15]

## V. ADJOURNMENT

## City Council Action Form

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



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

Council Meeting: 23 Jul 12 Work Session

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12 July 12

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

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

**RE:** **CAF: 12-87**

**Consideration of Approval of Resolution 12-58, Approving Acknowledgment and Consent to the Change out of Various Wireless Communication Equipment Related to an Existing Lease Agreement with SprintCom, Inc.**

**Ladies and Gentlemen:**

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

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

**Recommendation:**

- Approval of Resolution 12-58, Approving Acknowledgment and Consent to the Change out of Various Wireless Communication Equipment Related to an Existing Lease Agreement with SprintCom, Inc.

**Executive Summary:**

The City executed a lease agreement with Sprintcom, Inc. in August 1999 for the installation of wireless communication equipment on the existing water tower (standpipe) located at the intersection of Andrews Avenue and Water Street. The lease has been ongoing since this time and the City currently receives approximately \$25,000 per year for the use of this tower.

SMJ International, LLC, an authorized firm representing SprintNextel, has presented plans for improvements to the existing wireless communication equipment. The work will include the swap out of obsolete electronics cabinets, antenna and other equipment of the site, including cabling and other mounting apparatus. City staff has reviewed the proposed plans and does not foresee any problems for the City with these proposed changes. Therefore acknowledgement and consent is recommended to be signed.

**Enclosures:**

1. Resolution 12-58
2. Compound Plan and Tower Profile

## R E S O L U T I O N   12-58

### A RESOLUTION APPROVING ACKNOWLEDGEMENT AND CONSENT TO THE CHANGE OUT OF VARIOUS EQUIPMENT RELATED TO AN EXISTING LEASE AGREEMENT WITH SPRINTCOM, INC. FOR WIRELESS COMMUNICATIONS EQUIPMENT

*WHEREAS*, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2012, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

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

*WHEREAS* the City of Henderson has an existing lease agreement with SprintCom, Inc. for wireless communication equipment located on the water tower (standpipe) at the intersection of Andrews Avenue and Water Street; *and*

*WHEREAS* the existing agreement requires that the tenant receive acknowledgement and consent to any modifications or changes to the existing wireless communications equipment; *and*

*WHEREAS* SMJ International, LLC, a representative for Sprint Nextel has presented plans to the City staff for modifications of the equipment; *and*

*WHEREAS*, the City staff has reviewed the proposed plans and does not foresee any problems with said changes.

***NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE*** the Acknowledgement and Consent and authorizes the Mayor to execute the Acknowledgement and Consent, as further articulated in ***Attachment A*** to this Resolution.

The foregoing Resolution 12-58 upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote received the following votes and was \*\*\*\*\* on this the \*\*\* day of \*\*\*\* 2010: YES: . NO: . ABSTAIN: . ABSENT: .

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

***ATTEST:***

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

Approved to Legal Form:

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

*Reference: Minute Book 41, pp. \*\*.*



SMJ International, LLC  
 49357 Pontiac Trail  
 Wixom, Michigan 48393  
 616-745-4777  
 Fax: 888-745-4719

June 27, 2012

City of Henderson (Landlord)  
 PO Box 1434  
 134 Rose Avenue  
 Henderson, NC 27536-1434

RE: PCS Site Agreement between City of Henderson and SprintCom, Inc., dated August 23, 1999, (Site Agreement), with respect to the real property located at 509 E. Andrews Avenue, Henderson, NC 27536 (Site), Cascade No. RA33XC116

Dear Sir or Madam:

This letter is to advise you that it will be necessary within the near future for Sprint Nextel to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility, and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

Swap out of obsolete electronics cabinets, antenna and other equipment at the site. This may include replacement of cabling and mounting apparatus and the temporary redundancy of equipment within the leased area necessary for testing of the new equipment for up to 12 months.

Landlord's acknowledgement of notice and consent will not increase the size or amount of space being used by Tenant under the Site Agreement unless specifically stated above.

Please indicate your acknowledgement and consent by signing below and returning one copy of this letter to me at the address set forth above.

Thank you in advance for your prompt attention to this matter.

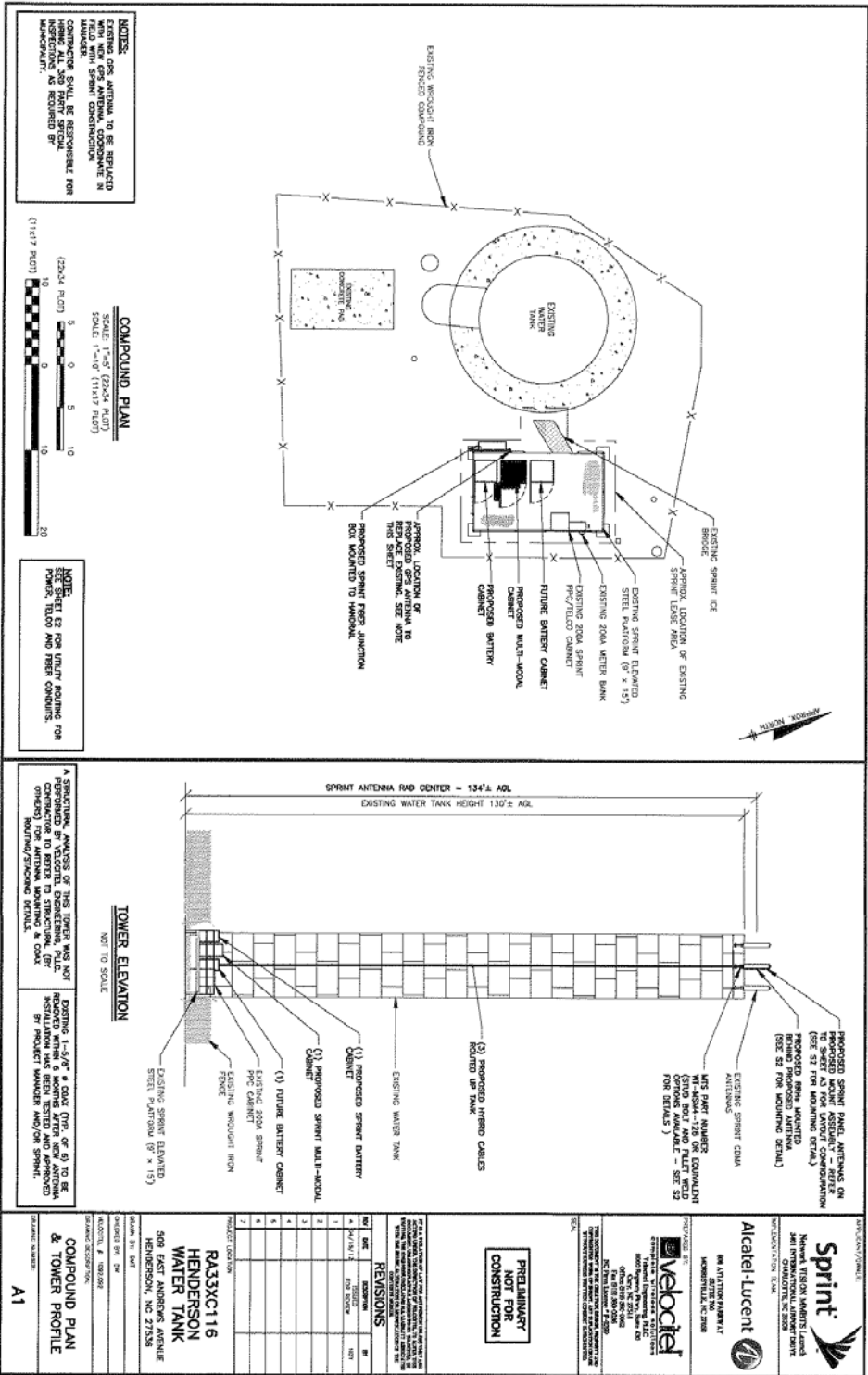
Regards,

By:   
 SMJ International, LLC, an authorized representative of Sprint Nextel

**ACKNOWLEDGED AND AGREED TO**  
 This \_\_\_\_\_ day of \_\_\_\_\_, 2012  
 City of Henderson

By: \_\_\_\_\_

Name, Title: \_\_\_\_\_



## City Council Action Form

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



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

Council Meeting: 23 July 2012 Work Session

---

13 July 2012

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

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

**RE: CAF: 12-86**  
**Consideration of Approval of Resolution 12-57, Authorizing the Donation of 7 Obsolete Portable Radios and 6 Obsolete Mobile Radios to the Vance-Granville Basic Law Enforcement Training Program.**

**Ladies and Gentlemen:**

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

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

### **Recommendation:**

- Approval of Resolution 12-57, Authorizing the Donation of 7 Obsolete Portable Radios and 6 Obsolete Mobile Radios to the Vance-Granville Basic Law Enforcement Training Program.

### **Executive Summary**

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

The Vance-Granville Community College provides the Henderson Police Department many in-services training classes as well as provides future police officers for this agency. These radios will prove to be beneficial to the Vance-Granville Basic Law Enforcement Training Program, giving the students a more realistic feel when it comes to training. In 2011 the City of Henderson donated 24 portable radios and 8 mobile units to the Community College for this purpose.

Some of the radios donated in 2011 have been affected by the recently passed Federal Communications Commission (FCC) guidelines requiring "narrow band-width" for all radios in



the frequency range of these radios effective 01/01/2013. Unfortunately, this change means that most of the radios donated to VGCC are not compatible with this new narrow bandwidth requirement and will not be able to be used after 01/01/2013.

With the final conversion of the Henderson Police Department radio system to the VIPER 800 MHz system there are some old radios that can be utilized by VGCC and reprogrammed after 01/01/2013 remaining in the Henderson Police Department's stock.

It is recommended that 7 portable and 6 mobile units be transferred to the Vance-Granville Basic Law Training Program so that they can continue to offer realistic training to Basic Law Enforcement Training cadets as well as students in the Criminal Justice Degree and Continuing Education programs.

**Enclosures:**

1. Resolution 12-57

## R E S O L U T I O N   1 2 - 5 7

### A RESOLUTION AUTHORIZING THE DONATION OF 7 PORTABLE RADIOS AND 6 MOBILE RADIOS TO VANCE-GRANVILLE BASIC LAW ENFORCEMENT TRAINING PROGRAM

**WHEREAS**, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2012, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

**WHEREAS**, this Resolution addresses one of the Key Strategic Objectives as follows: **KSO 2:** To Reduce Crime and Provide for a Safe Community; *and*

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

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

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

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

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

The foregoing Resolution 11—104, upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote received the following votes and was \*\*\*\*\* on this the \*\*\* day of \*\*\*\*\* 2010: YES: . NO: . ABSTAIN: . ABSENT: .

\_\_\_\_\_  
James D. O’Geary, Mayor

**ATTEST:**

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

Approved to Legal Form:

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

*Reference: Minute Book 41, pp. \*\*.*

**Motorola Radios to be donated to Vance Granville Criminal Justice Program**

<b>Type</b>	<b>Model</b>	<b>Asset #</b>	<b>Serial #</b>	<b>Date Inventoried</b>
Mobile	PM400	NA	019TEA4399	7/6/2012
Mobile	PM400	NA	019TEA4417	7/6/2012
Mobile	PM400	NA	019TEA4382	7/13/2012
Mobile	CDM1250	B1721	103TCU4835	7/13/2012
Mobile	CDM1250	B1718	103TCU4733	7/13/2012
Mobile	CDM1250	B1683	103TCEH981	7/13/2012
Portable	PR400	NA	018TECQ087	7/13/2012
Portable	PR400	NA	018TECQ076	7/13/2012
Portable	PR400	NA	018TECQ089	7/13/2012
Portable	PR400	NA	018TECQ080	7/13/2012
Portable	PR400	NA	018TECQ088	7/13/2012
Portable	PR400	NA	018TECQ071	7/13/2012
Portable	PR400	NA	018TECQ082	7/13/2012
Portable	PR400	NA	018TECQ052	7/13/2012

## City Council Action Form

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



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

Council Meeting: 23 July 12 Work Session

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26 June 2012

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

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

**RE:** **CAF: 12—82, Consideration of Approval of Resolution 12—55, Private Fire Hydrant Testing Policy.**

**Ladies and Gentlemen:**

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

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

### **Recommendation:**

- Approval of Resolution 12—55, Private Fire Hydrant Testing Policy.

### **Executive Summary**

The Henderson Fire Department is charged with enforcing the current edition of the North Carolina Fire Prevention Code. The below referenced sections of the North Carolina Fire Code states the regulations of private water protection system.

**507.5.2 Inspection, testing and maintenance.** Fire hydrant systems shall be subject to periodic tests as required by the *fire code official*. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, *alterations* and servicing shall comply with *approved* standards.

**507.5.3 Private fire service mains and water tanks.** Private fire service mains and water tanks shall be periodically inspected, tested and maintained in accordance with NFPA 25 at the following intervals:

1. Private fire hydrants (all types): Inspection annually and after each operation; flow test and maintenance annually.
2. Fire service main piping: Inspection of exposed, annually; flow test every 5 years.
3. Fire service main piping strainers: Inspection and maintenance after each use.

The drafted forms are a way the Henderson Fire Department can offer a service to property owners at no charge for the inspection of the water systems. The City of Henderson already has a full time employee that currently tests city hydrants and is fully knowledgeable of the municipal water system. Providing this service will help the property owner's ability to comply with the Fire Code. If the property owner refuses our service, there is a form they will sign stating they will be responsible for having the system tested and remit the results to the Henderson Fire Department for record keeping. Also, periodically, insurance companies contact the Henderson Fire Department requesting this information to give quotes to owners seeking coverage. This will help mainstream the information and keep properties in code compliance.

**Enclosures:**

1. Resolution 12—55

**RESOLUTION**  
**12—55**

**A RESOLUTION AUTHORIZING THE ADOPTION OF A  
PRIVATE FIRE HYDRANT TESTING POLICY**

**WHEREAS**, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2012, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

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

**WHEREAS**, private fire hydrants installed in apartment complexes, condominiums, townhomes, businesses, and otherwise on private property are required to be tested once a year pursuant to the North Carolina Fire Prevention Code Section 507; *and*

**WHEREAS**, the City, through its Fire Department personnel, has offered, at no cost to the property owner, to inspect and test private fire hydrants in accordance with the North Carolina Fire Prevention Code for the protection of life and buildings as a service to the citizens of Henderson; *and*

**WHEREAS**, the property owner is aware that it may contract with a third party and pay to have its fire hydrants tested in accordance with NFPA standards; *and*

**WHEREAS**, this Resolution addresses the policy for private fire hydrant testing.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY** approve the policy for private fire hydrant testing, being more fully articulated in *Attachment A* to this Resolution.

The foregoing Resolution 12—55, introduced by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ on this the 23rd day of July 2012, and having been submitted to a roll call vote, was \*\*\*\*\* by the following votes: YES:. NO: ABSENT: ABSTAIN.

\_\_\_\_\_  
James D. O’Geary, Mayor

**ATTEST:**

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

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

**HENDERSON FIRE DEPARTMENT HYDRANT RELEASE**

**(Property Owner)**

Whereas, private fire hydrants installed in apartment complexes, condominiums, town-homes, businesses, and otherwise on private property are required to be tested once a year pursuant to the North Carolina Fire Prevention Code Section 507;

Whereas, the City through its Fire Department personnel has offered, at no cost to the Property Owner, to inspect and test private fire hydrants in accordance with the North Carolina Fire Prevention Code for the protection of life and buildings as a service to the citizens of Henderson;

Whereas, the Property Owner is aware that there is a chance that while testing the fire hydrant a mechanical failure may occur that causes some damage requiring repair;

Whereas, the Property Owner is aware that it may contract with a third party and pay to have its fire hydrants tested in accordance with NFPA standards;

Now therefore in consideration of the services rendered by the Fire Department in testing its fire hydrants free of charge in accordance with NFPA standards, the Property Owner, its officers, employees, and agents, does hereby release, indemnify and save harmless the City from any and all actions, causes of action, claims and demands, damages, cost, loss of services, expenses, compensation and all consequential and/or incidental damages, known or unknown, now existing or which may hereafter arise, in any way connected with inspection and testing of its fire hydrant(s). It is understood and agreed that the Property Owner shall be responsible for all claims from the third parties arising from inspection and testing of its fire hydrant(s). The property owner shall pay for any parts of the hydrant that need to be replaced and for any supplies related to bringing the hydrant up to code standards.

Further it is understood and agreed that the City shall be responsible to its employees that may incur any harm, damages, loss, accident, injury, or death as a result of inspecting and testing fire hydrants(s) on the premises of the Property Owner.

The Property Owner states that it has carefully read the foregoing Release, know the contents thereof and sign the same as a voluntary and free act and that the terms hereof are contractual and not a mere recital.

EXECUTED IN DUPLICATE ORIGINALS, BY A DULY AUTHORIZED REPRESENTATIVE OF THE PROPERTY OWNER, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NAME OF OWNER/REP & TITLE SIGNATURE: \_\_\_\_\_

**PRINT** OWNER/REP NAME & TITLE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

**PRINT** WITNESS NAME & TITLE: \_\_\_\_\_

NAME OF PROPERTY: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

PROPERTY PHONE NUMBER: \_\_\_\_\_

Please return completed form to: Henderson Fire Department 211 Dabney Dr. Henderson, NC 27536,  
or fax to 252-738-0460

(PLEASE FILL OUT ONE RELEASE FOR EACH PROPERTY, COPIES PERMITTED)

**OWNER'S MAINTENANCE AGREEMENT**

\_\_\_\_\_, does not want the Henderson Fire Department to service private fire hydrants. We will service our own fire hydrants and furnish the Henderson Fire Department with the following information:

1. Date fire hydrant was serviced.
2. Water flow information.
  - a. Static pressure.
  - b. Residual pressure.
  - c. Fire hydrant flow pressure.
3. Defects found or hydrant O.K.
4. Date defects were corrected.

Fire hydrant servicing defined as follows:

1. Inspection for physical damage and obstruction to access to the fire hydrant.
2. Inspect outlet caps and outlet threads.
3. Oil and grease.
4. Replace gaskets as needed.
5. Flow test fire hydrant for water available and proper operation.
6. Inspect paint on hydrant and repaint as needed.

Your insurance company may request the above information from the Fire Department.

The Henderson Fire Department furnishes flow test and inspection information to the owner's insurance company upon request.

**BY OWNER**

**Owner / Manager Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_





## **Henderson Fire Department**

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

**Daniel E. Wilkerson**  
Fire Chief

Property Address:

Date:

Re: Hydrant

The private hydrant located \_\_\_\_\_ was flowed and tested by the Henderson Fire Department with the following results:

Static:  
Flow:  
GPM:

If you have further questions, you may contact me at 252-438-7315.

Sincerely,

Tester:

## City Council Action Form

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



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

Council Meeting: 23 Jul 12 Work Session

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12 July 2012

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

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

**RE:** CAF: 12-89

**Consideration of Approval of Resolution 12-60, Accepting the Presentation and Review of the KLRWS Master Plan Update and the Sandy Creek Pump Station Hydraulic Analysis.**

**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 12-60, Accepting the Presentation and Review of the KLRWS Master Plan Update and the Sandy Creek Pump Station Hydraulic Analysis.

### **Executive Summary:**

On 24 May 2010, The City Council approved Resolution 10-54 authorizing the staff to apply for a planning grant from the NC Rural Center for an update of the Kerr Lake Regional Water Systems Master Plan and an analysis of the Sandy Creek pump station outfall. On 10 September 2010, the City received notification that the planning grant had been awarded and on 25 October 2010, the City Council accepted the grant via Resolution 10-101. There was a 50% match with the grant with 25% of the local funding from Regional Water and 25% from the Sewer fund.

The Council, via Resolution 10-101, also approved the engineering firm of O'Brien & Gere to perform the update to the KLRWS Master Plan in order to evaluate new technologies for future needs of the water plan, as well as a Hydraulic Analysis of the Sandy Creek Pump Station, force main and gravity outfall in which the force main empties into. The study of the outfall extended from Arch Street to the Wastewater Treatment Plant, with recommendations made for improvements of the mains primarily in the areas of Spring and Arch Street and the outfall that

extends primarily through Elmwood Cemetery to just beyond Beckford Drive. The portion of sewer main that was previously installed under the railroad tracks at Spring Street was consistent with the pipe size recommended in the study.

The preparation of these documents will help guide the City in preparing future CIP plans in conjunction with the Sandy Creek Pump Station improvements, as well as future planning for operational changes and improvements needed in the future at the Kerr Lake Regional Water Plant to insure that the plant will maintain compliance with present and future drinking water regulations. Presentation and review of the plans are consistent with requirements of the Rural Center to close out the grant process.

**Enclosures:**

1. Resolution 12-60
2. CAF 10-84 & Resolution 10-54
3. CAF 10-149 & Resolution 10-101

## R E S O L U T I O N   12-60

### A RESOLUTION APPROVING THE ACCEPTANCE OF THE PRESENTATION AND REVIEW OF THE KLRWS MASTER PLAN AND THE SANDY CREEK PUMP STATION HYDRAULIC ANALYSIS

*WHEREAS*, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2012, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

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

*WHEREAS*, the City Council has previously approved an application of a planning grant for the Sandy Creek Pump Station Hydraulic Analysis; *and*

*WHEREAS*, the City Council accepted the grant and approved a contract with O'Brien & Gere Engineers to perform the work on 25 October 2010 via Resolution 10-101; *and*

*WHEREAS* the engineers have worked with the City staff in completing an update of the KLRWS Master Plan as well as the Sandy Creek Pump Station Hydraulic Analysis; *and*

*WHEREAS*, it is necessary to submit the updated Master Plan and Sandy Creek Pump Station Hydraulic Analysis to the City Council to help guide the City in future planning and CIP updates.

***NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY*** accept the presentation and review of the KLRWS Master Plan and the Sandy Creek Outfall Hydraulic Analysis as prepared by O'Brien & Gere, Engineers, and does hereby authorize the staff to utilize these reports for future planning of infrastructure needs and CIP updates.

The foregoing Resolution 12-60, upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote received the following votes and was \*\*\*\*\* on this the \*\*\* day of \*\*\*\*\* 2010: YES: . NO: . ABSTAIN: . ABSENT: .

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

***ATTEST:***

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

Approved to Legal Form:

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

*Reference: Minute Book 41, pp. \*\*.*

19 May 2010

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

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

**RE: CAF: 10—84**

**Consideration of Resolution 10—54 Authorizing the Mayor to Sign and Submit Documentation to the NC Rural Center for a Planning Grant for various improvements to the Regional Water, Water and Sanitary Sewer Systems**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

- KSO 5: Provide Reliable, Dependable Infrastructure
- KSO 8: Provide Financial Resourcing

**Recommendation:**

- Approve Resolution 10—54 Authorizing the Mayor to Sign and Submit Documentation to the NC Rural Center for a Planning Grant for various improvements to the Regional Water, Water and Sanitary Sewer Systems

**Executive Summary**

A last minute opportunity has arisen for the City to submit an application to the NC Rural Center for a planning grant that could assist with planning for the following infrastructure projects for the construction or rehabilitation of 1) a publicly-owned wastewater treatment works or an alternate wastewater system; 2) for wastewater collection systems or for water supply and distribution systems; 3) project described as Updating the Kerr Lake Regional Water System Master Plan; and 4) a Hydraulic Capacity Study of the gravity sewer line downstream of the point where Sandy Creek Pump Station force main discharges into the Henderson sanitary sewer system (Arch Street to I-85).

These are all critical projects and the receipt of a planning grant will assist the City in its efforts to address infrastructure needs as well as providing needed resources for the planning work.

**Enclosures**

1. Resolution 10-54

# RESOLUTION 10—54

## A RESOLUTION AUTHORIZING THE CITY OF HENDERSON TO APPLY FOR A PLANNING GRANT FROM THE NORTH CAROLINA RURAL CENTER

**WHEREAS**, the Henderson City Council (Council) approved eight Key Strategic Objectives at its January 2010 Strategic Planning Retreat; and

**WHEREAS**, one Key Strategic Objective (KSO) and its related action plans are addressed by action requested in this Resolution, specifically: KSO 5: Provide Reliable, Dependable Infrastructure; and

**WHEREAS**, the Appropriation Planning grant funds has authorized the making of grants to aid eligible units of government in financing the cost of planning for construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

**WHEREAS**, the City of Henderson (City) has need for and intends to plan for the construction or rehabilitation of 1) a publicly-owned wastewater treatment works or an alternate wastewater system; 2) for wastewater collection systems or for water supply and distribution systems; 3) project described as Updating the Kerr Lake Regional Water System Master Plan; and 4) a Hydraulic Capacity Study of the gravity sewer line downstream of the point where Sandy Creek Pump Station force main discharges into the Henderson sanitary sewer system (Arch Street to I-85); and

**WHEREAS**: The City intends to request grant assistance from the Planning Grants Program for the aforesaid project.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, NORTH CAROLINA:**

**THAT** the City of Henderson will arrange financing for all remaining costs of the project, if approved for a Planning Grant; and

**THAT** the City of Henderson will provide for efficient operation and maintenance of the project on completion thereof;

**THAT** James D. O'Geary, Mayor and his successors so titled, is hereby authorized to execute and file an application on behalf of the City of Henderson with the NC Rural Economic Development Center (Rural Center) for a grant to assist in the preparation of the project noted above; and

**THAT** James D. O'Geary, Mayor and successors so titled, is hereby authorized and directed to furnish such information as the Rural Center may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application; and

**THAT** the City of Henderson has substantially complied with or will substantially comply with all Federal, State and local laws, rules, regulations and ordinances applicable to the project and to the grants pertaining thereto.

The foregoing Resolution, introduced by Councilmember \_\_\_\_ and seconded by Councilmember \_\_\_\_ on this the 24 day of May 2010 and having been Submitted to a roll call vote, was approved by the following votes: Ayes: Naves: None Absent: None

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

ATTEST:

\_\_\_\_\_  
Pamela E. Glover, City Clerk

Approved to Legal Form:

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

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19 October 2010

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

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

**RE: CAF: 10—149**

**Consideration of:**

- 1) **Approval of Resolution 10—101, Authorizing the Acceptance of a Planning Grant (ref#: 2011-050-40101-102) and the execution of an Engineering Contract with O'Brien & Gere Engineers for the update of the Kerr Lake Regional Water System Master Plan and Study of the Gravity Outfall Main and Force Main From the Sandy Creek Pump Station, and**
- 2) **Approval of Ordinance 10—65, Budget Amendment #19, an Amendment to the CIP Regional Water and Sewer Collection for the Regional Water Master Plan Update and Study of the Gravity Outfall Sewer, and**
- 3) **Approval of Ordinance 10—66, Budget Amendment #20, an Amendment to the Utilities and Capital Reserve Budget**

**Ladies and Gentlemen:**

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

- KSO 5: Provide Reliable, Dependable Infrastructure
- KSO 8: Provide Financial Resourcing

**Recommendation:**

- Approval of Resolution 10—101, authorizing the acceptance of a Planning Grant (ref#: 2011050-40101-102) and the execution of an Engineering Contract with O'Brien & Gere Engineers for the update of the Kerr Lake Regional Water System Master Plan and study of the gravity outfall main and force main from the Sandy Creek Pump Station.
- Approval of Ordinance 10—65, Budget Amendment #19, an amendment to the CIP Regional Water and Sewer Collection for the Regional Water Master Plan update and study of the gravity outfall sewer.
- Approval of Ordinance 10—66, Budget Amendment #20, an Amendment to the Utilities and Capital Reserve Budget

**Executive Summary**

The City received notification of an award on 10 September 2010 for a Planning Grant to update the Kerr Lake Regional Water System Master Plan and study of the Gravity Outfall Main from the Sandy Creek Pump Station. This work will help with establishing timelines and estimates for



needed improvements as well as help with flow studies and conditions relative to sewer collection.

O'Brien and Gere Engineers is proposed to perform this work for the City. The Project Manager has extensive knowledge of the Kerr Lake Regional Water System and also extensive knowledge of the sewer collections system and pump stations. All work will be done in accordance with the terms and conditions contained in the Master Services Agreement between the City of Henderson and O'Brien and Gere Engineers. The cost for the engineering services will be \$50,000 as provided via the Rural Center grant and local match of \$25,000.

Ordinances 10-65 and 10-66 are necessary in order to set up the grant project, including the fee for engineering services as articulated in the contract via Resolution 10-101.

**Enclosures:**

1. Resolution 10—101
2. Ordinance 10—65
3. Ordinance 10—66

# RESOLUTION 10—101

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PLANNING GRANT #2011-050-40101-102, FROM THE NORTH CAROLINA RURAL CENTER AND AN ENGINEERING SERVICES CONTRACT WITH O'BRIEN AND GERE ENGINEERS**

**WHEREAS**, the Henderson City Council (Council) approved eight Key Strategic Objectives at its January 2010 Strategic Planning Retreat; *and*

**WHEREAS**, two Key Strategic Objectives (KSO) and its related action plans are addressed by action requested in this Resolution, specifically: KSO 5: Provide Reliable, Dependable Infrastructure, and KSO 8: Provide Adequate Financial Resources; *and*

**WHEREAS**, the Appropriation Planning grant funds has authorized the making of grants to aid eligible units of government in financing the cost of planning for construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; *and*

**WHEREAS**, the City of Henderson (City) has need for and intends to plan for the construction or rehabilitation of 1) a publicly-owned wastewater treatment works or an alternate wastewater system; 2) for wastewater collection systems or for water supply and distribution systems; 3) project described as Updating the Kerr Lake Regional Water System Master Plan; and 4) a Hydraulic Capacity Study of the gravity sewer line downstream of the point where Sandy Creek Pump Station force main discharges into the Henderson sanitary sewer system (Arch Street to I-85); *and*

**WHEREAS**, the Council authorized submission of a Planning Grant via Resolution 10—54 to the North Carolina Rural Economic Development Center (Rural Center) at its 24 May 2010 meeting; *and*

**WHEREAS**, the City received notice of Grant award on 10 September 2010 from the Rural Center, *and*

**WHEREAS**, the City is required to provide a 50% match, or \$25,000 in order to accept and utilize the Grant, with said match being drawn from the appropriate capital reserve funds via Ordinances 10-64 and 10-65, *and*

**WHEREAS**, O'Brien & Gere Engineers are familiar with and are the best qualified to perform the scope of work necessary for the City to achieve its goals within the time constraints and requirements as set forth by the Rural Center.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, NORTH CAROLINA THAT:** James D. O'Geary, Mayor and his successors so titled, is hereby authorized to execute and file an application on behalf of the City with the Rural Center for a grant to assist in the preparation of the project noted

above, said notice of grant assistance being more fully articulated in *Attachment 1* to this Resolution; *and*

***BE IT FURTHER RESOLVED THAT*** James D. O’Geary, Mayor and successors so titled, is hereby authorized and directed to furnish such information as the Rural Center may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application; *and*

***BE IT FURTHER RESOLVED THAT*** the City has substantially complied with or will substantially comply with all Federal, State and local laws, rules, regulations and ordinances applicable to the project and to the grants pertaining thereto; *and*

***BE IT FURTHER RESOLVED THAT*** the contract with O’Brien & Gere Engineers in the amount of \$50,000 be approved, said contract being more fully articulated in *Attachment 2* to this Resolution.

The foregoing Resolution 10—101, upon motion of Council Member Rainey and second by Council Member Inscoe, and having been submitted to a roll call vote received the following votes and was **APPROVED** on this the 25<sup>th</sup> day of October 2010: YES: Peace-Jenkins, Daeke, Davis, Daye, Coffey, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: Evans.

\_\_\_\_\_  
James D. O’Geary, Mayor

***ATTEST:***

\_\_\_\_\_  
A. Ray Griffin, Jr., Interim City Clerk

Approved to Legal Form:

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

*Reference: Minute Book 41, pp. 694-695.*

**Resolution 10-101  
Attachment No. 1**



Valeria L. Lee  
Chair

Billy Ray Hall  
President

September 10, 2010

The Honorable James D. O'Geary  
City of Henderson  
PO Box 1434  
134 Rose Avenue  
Henderson, NC 27536

Re: FY10/11 Appropriation Funds, Planning Grant Contract Requirements; Contract  
Ref #: 2011-050-40101-102

Dear Mayor O'Geary:

Congratulations on your grant award of \$25,000.00 for the project entitled, "Part 1 - Kerr Lake Regional Water System Master Plan Update. Part 2 - Sewer System Hydraulic Capacity Study Downstream of Sandy Creek P/S Discharge Point."

This grant award is contingent upon receiving written confirmation from you verifying that your jurisdiction has received a commitment for the other funds necessary to undertake this project. You must confirm this commitment and provide the information listed below by November 15, 2010.

Also required for contract preparation will be the documents as listed below. Please complete these requirements and forward the original executed documents to the Rural Center at your earliest convenience.

1. Please review the project schedule and submit a revised schedule with actual benchmark dates, if needed.
2. Please review the project budget and update the budget, if needed.
3. Please submit copies of award letters received since you applied to the Rural Center for funding.
4. Provide a MBE with a verifiable percentage goal.

Please keep in mind this project must be contracted within 6 months from the award date. We are pleased to participate in this important project. Feel free to contact me should you require further information concerning this project.

North Carolina

Rural Economic

Development Center, Inc.

4021 Cary Drive

Raleigh, NC 27610

Phone: (919) 250-4314

FAX: (919) 250-4325

Sincerely,

A handwritten signature in cursive script that reads "Stacey Starkey".  
Stacey Starkey  
Physical Infrastructure

cc: Michael S. Acquesta

**Resolution 10-101  
Attachment No. 2**



October 11, 2010

Mr. Frank Frazier, Assistant City Manager  
City of Henderson  
P.O. Box 1434  
Henderson, North Carolina 27536

Subject:       Engineering Services  
                  Master Plan Update – Kerr Lake Regional Water System  
                  Hydraulics Analysis- Sandy Creek Pump Station

Dear Mr. Frazier:

O'Brien & Gere Engineers, Inc. is pleased to provide herewith our Engineering Services Proposal for the Kerr Lake Regional Water System Master Plan Update and the Sandy Creek Pump Station Hydraulics Analysis, in accordance with the recently awarded NC Rural Center Planning Grant.

I will be the Project Manager and will directly perform the majority of the work on both Tasks. The project scope includes the following tasks:

**TASK 1 - KERR LAKE REGIONAL WATER SYSTEM MASTER PLAN UPDATE**

The proposed project consists of the updating of the Kerr Lake Regional Water System (KLRWS) Master Plan. The plan was last updated in 1999 at which time it proposed the expansion of the water treatment plant to 20 MGD. Since that time, there have been demographic, industrial, commercial changes throughout the area that have affected water use. Additional State and Federal water quality regulations have been implemented that affect the conveyance of water over long distances. All of these changes, and other new regulations, now make an update to the Master Plan a very important project, to be implemented as soon as possible. Warren County, a partner in the KLRWS, has expanded its water service area through significant water line construction efforts. The County is also contemplating the sale of water to the Town of Littleton in Halifax County, and the planning efforts associated with that are already underway. Vance County is studying a county-wide water system to serve outlying areas that were heavily affected by the drought conditions of the last few years. Although general population growth throughout the region has been flat over the past decade, the actual and planned extension of new water lines will put an added burden on the production of water at the Kerr Lake Water Plant. It may be necessary to implement the planned expansion of the plant to 20 MGD. This will be explored in the Master Plan Update. Because of the long distances between the initial water production facility (at Kerr Lake in Vance County) and the final

customers, it has become more and more difficult for the water systems to comply with the stringent disinfection by-product (TTHM and HAA5) rules. This was not a concern in 1999. Both water quality and quantity will be considered when investigating any upgrades and/or expansion needs of the Kerr Lake Regional Water System. Five (5) hard copies of the final report will be provided to the City along with one (1) digital copy.

**TASK 2 – SEWER SYSTEM HYDRAULIC CAPACITY STUDY DOWNSTREAM OF SANDY CREEK P/S DISCHARGE POINT**

The proposed project consists of a hydraulic capacity study of the City of Henderson sanitary sewer system downstream of the Sandy Creek Pump Station force main discharge point. The City is considering the upgrade of that pump station capacity because of frequent upstream sewer overflows. However, the potential pump station capacity expansion may cause the downstream sewer system to overflow. An engineering study of the capacity of the force main and downstream sewer system to carry an additional 20% pumping capacity will be prepared with recommendations for force main and/or gravity sewer system modifications, if needed, and project cost estimates for those modifications. The study will include an examination of the existing force main and gravity sewer pipe sizes, flow network and gravity pipe slopes to determine current capacities. If those capacities are not sufficient to handle the increased flow, the accompanying engineering report will recommend force main and/or gravity sewer system improvements to accommodate the increased flow. The engineering report will also provide project cost estimates for any recommended alternatives. It is expected that the sewer capacity analysis will be carried all the way to the wastewater treatment plant. Five (5) hard copies of the final report will be provided to the City along with one (1) digital copy. Scaled sewer system maps with elevations and manhole depths will be provided by the City of Henderson.

O'Brien & Gere Engineers, Inc. proposes to provide these services at our regular hourly rates for a Lump Sum Fee of \$50,000.00 as contained in the NC Rural Center Planning Grant award. All work will be performed in accordance with the Terms and Conditions contained in the Master Services Agreement between the City of Henderson, North Carolina and O'Brien & Gere Engineers, Inc.

Countersignature and return of one (1) original copy of this Proposal to the undersigned will signify acceptance of this Proposal by the City of Henderson and serve as Authorization to Proceed.

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Michael S. Acquesta, PE, PhD  
Project Manager

Proposal Accepted by:

James D. O'Geary, Mayor

Date: \_\_\_\_\_

## City Council Action Form

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



**Agenda Item:**

**Council Meeting:** 23 July 12 Work Session

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13 July 2012

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

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

**RE:** **CAF 12-73**

**Consideration of Approval of Resolution 12-44, 1) Supporting the Vance County Comprehensive Transportation Maps with the Exception of Dabney Drive 2) Endorsing the Concept of Two Way Pair Traffic Design for Dabney Drive and Corbitt Drive 3) Not Supporting the Details for Dabney Drive Relative to the Lack of Traffic Calming Devices, Lack of North/South Crossing, and Requesting Better Pedestrian Access Along/Across Dabney Drive Providing Adequate Connectivity for Citizens, Businesses and Schools.**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

- CV9: Good Working Relationship with Vance County
- KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems.

**Recommendation:**

- Approval of Resolution 12-44, 1) Supporting the Vance County Comprehensive Transportation Maps with the Exception of Dabney Drive. 2) Endorsing the Concept of Two Way Pair Traffic Design for Dabney Drive and Corbitt Drive. 3) Not Supporting the Details for Dabney Drive Relative to the Lack of Traffic Calming Devices, Lack of North/South Crossing, and Requesting Better Pedestrian Access Along/Across Dabney Drive, Providing Adequate Connectivity for Citizens, Businesses and Schools.

**Executive Summary**

The Vance County Comprehensive Transportation Plan has been a joint planning effort between Vance County, the City of Henderson and various governmental entities. This plan has been developed over a course of meetings facilitated by the NC Department of Transportation. These meetings have included representation from various city/county entities impacted or influencing the transportation concepts of the County.

The adoption process for this plan requires the City and the County to adopt the maps included in the plan. The City of Henderson is supporting all the map designs except for the design of Dabney Drive. While the concept of two-way pair traffic on Dabney Drive and Corbitt Drive is acceptable, the details, as stated, are not acceptable. This concept does not provide for acceptable traffic calming devices. The plan removes traffic signals from Graham Avenue to Garnett Street creating a stretch of highway that would be prone to encourage higher than posted speeds. This detail negatively affects crossing traffic and pedestrian access on Dabney Drive. The north/south crossing on Dabney Drive/Corbitt Drive forces traffic to limited access points in order to change traveling directions. These changes have the potential to drastically impact traffic connectivity, business access and access to schools. The City is requesting further study of the Dabney Drive concept including an urban and civic design.

**Enclosures**

1. Resolution 12-44
2. Vance County Transportation Map- Dabney Drive, Section 1-5 (in Planning Director's Office)



## **RESOLUTION 12-44**

### **A RESOLUTION**

#### **ACCEPTING THE VANCE COUNTY COMPREHENSIVE TRANSPORTATION MAPS ENDORING THE TWO-WAY PAIR CONCEPT FOR DABNEY DRIVE AND CORBITT DRIVE, WITH ADDITIONAL STUDY OF DESIGN DETAILS, NOT SUPPORTING THE DETAILS FOR DABNEY DRIVE**

**WHEREAS**, the City Council conducted its Annual Planning Retreat in January 2012, and during said Retreat identified Core Values and Strategic Objectives and Goals; *and*

**WHEREAS**, this Resolution addresses **CV 9**: Good Working Relationship with Vance County and **KSO 5**: Provide Reliable, Dependable Infrastructure—To provide reliable, dependable and environmentally compliant infrastructure systems; *and*

**WHEREAS**, the City of Henderson (City) the town of Kittrell, the town of Middleburg, Vance County, the Kerr-Tar Rural Planning Organization, and the North Carolina Department of Transportation cooperatively developed the Vance County Comprehensive Transportation Plan (Plan) in conjunction with Vance County (County); *and*

**WHEREAS**, the City and the Department of Transportation are directed by North Carolina General Statutes 136-66.2 to reach an agreement for a transportation system that will serve present and anticipated volumes of traffic in the City; *and*

**WHEREAS**, it is recognized that proper movement of traffic within and through the City is a highly desirable element of the comprehensive transportation plan: *and*

**WHEREAS**, it is recognized that the Vance County Transportation Plan will replace the existing Henderson Thoroughfare Plan; *and*

**WHEREAS**, after full study of the plan, and following a public hearing ,the City accepts the maps of this plan with the EXCEPTION of the details for Dabney Drive; *and*

**WHEREAS**, the City endorses the concept of the two-way pair traffic movement concept for Dabney Drive and Corbitt Drive; *and*

**WHEREAS**, the City requests further study into potential speed of traffic movement, more north/south crossings, and safer pedestrian crossings

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

1. ***ACCEPT*** the Vance County Comprehensive Transportation Plan maps with ***EXCEPTION*** of the details for Dabney Drive. This plan should serve as a guide in the development of the transportation system in Vance County.
2. ***ENDORSE*** the concept of two-way pair traffic movement for Dabney Drive and Corbitt Drive
3. ***DOES NOT SUPPORT*** the lack of traffic calming devices along the stretch of highway between Graham Avenue and Garnett Street, lack of north/south crossings and unsafe pedestrian access to cross Dabney Drive and Corbitt Drive.
4. ***REQUEST*** a more urban and civic design for Dabney Drive including more crossings, on-street parking, traffic calmers, and safer pedestrian crossings for businesses, homes and schools.

Approved on the the \*\*\*day of \*\*\*\*\* 2012 upon a motion by Councilmember\*\* and seconded by Councilmember \*\* and \*\*\*\* by the following vote: YES: \*\*. NO: \*\*. ABSENT: \*\*.

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James D. O'Geary, Mayor

**ATTEST:**

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Esther McCrackin, City Clerk

Approved as to Legal Form

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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: 23 July 12 Work Session

19 July 2012

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

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

**RE: CM: 12-09**

**Re: Status of Sewer Projects:**

**Ladies and Gentlemen:**

**HWRF Improvements:** Plans and specifications for the improvements at the Henderson Water Reclamation Facility were submitted to the State and are currently under their review. Their deadline for permitting and review is 1 September 2012. The bidding process will begin after 1 September 2012. City Staff have continued to meet with McGill Engineers to finalize any changes to the plans prior to receiving authorization to bid the project. Plans and specifications for the project are available in the Assistant City Manager's office and the Henderson Water Reclamation Facility Director's office.

**Sanitary Sewer Rehab Project:** The City received notice on 16 July 2012 that it can now execute contracts for this project. In conjunction with this letter, an invoice for the 2% closing fee was enclosed. The City is awaiting a contract amendment from the Rural Center for the use of remaining UV Project funds to be used in conjunction with the Sanitary Sewer Rehab Project.

**Hillside Avenue Storm Sewer Replacement:** Plans were completed by the Engineering Department the week of 16 July 12 and informal bids are being solicited for this work. It is anticipated that bids will be received within 7-10 days. A temporary construction easement is necessary for completion of the project and will be obtained from the appropriate property owners.

**Birch Circle Storm Sewer:** This work has been completed with some minor additional concrete work to be done to insure the proper flow of surface water into the new storm drain inlet.

## City Council Memo

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



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

Council Meeting: 23 July 12 Work Session

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19 July 2011

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

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

**RE:** **CM: 12-10**

**Subject: CDBG Funding Availability**

**Ladies and Gentlemen**

July 17, 2012 the North Carolina Department of Commerce Division of Community Investments held its 2012 CDBG Application Workshop. The focus of this workshop was to review the 2012 grant programs and categories.

The categories that could potentially benefit the City of Henderson are The Talent Enhancement Capacity Building, Infrastructure, and NC Catalyst. The City could meet the qualifications for these three categories.

**The Talent Enhancement Capacity Building (Capacity Building Grant)** is a \$50,000 grant that provides funds for a non-entitlement local government or nonprofit to develop capacity to undertake an eligible Community Development Block Grant project. This grant will result in a CDBG application within 15 months of the grant award. The grant helps to develop appropriate and competitive grant applications. It provides training in grant writing, economic analysis, community survey research and feasibility study preparation. Eligible activities for this grant are 10% administrative cost, planning costs, travel and training of a new or existing employee to perform this work as well as the salary for this employee. This is slated to be the last year this grant will be offered.

This City of Henderson's last funded CDBG application was in 2006. We have not been an active participant in the CDBG program in a few years. It is my recommendation we apply for this grant in this grant funding cycle. We need to build some capacity within our organization to engage in the necessary community development project the city needs. This grant window closes November 30, 2012 but is funded on a first come first serve basis, therefore I recommend we apply as soon as possible. The application requires one public hearing.

**The Infrastructure Grant Program** is funded up to \$750,000. These funds can be used for the installation of new public water/sewer lines, replacement of public water/sewer lines, replacement of appurtenances, and improvement to water and sewer treatment plants with special problems. These projects have to be "ready projects", they must meet the low moderate-income

thresholds, and if the project requires additional funds then those funds must be in place prior to the project being awarded. A “ready-project” means a completed preliminary engineering report (per), one public hearing, and a survey of beneficiaries. There is a 5% grant match with the exception of tier one counties, Vance County is tier one county, and therefore we would not have to have a match. This grant requires a letter of eligibility from the state prior to applying. The preliminary application window opens Friday, August 31, 2012 to September 14, 2012. This grant program can work in conjunction with some of the projects we are currently engaged in.

**The NC Catalyst Grant** is a \$500,000 maximum grant. This grant will include housing development, individual development accounts, and community revitalization activities. These projects can be on contiguous properties or can be separate. This grant has to meet the predominant national objective of low moderate income. There are very specific performance measures that must be met, it is awarded based on a rating criteria. Staff recommends using the Capacity Building Grant to develop. Therefore, it need not be applied for until next grant cycle.

The city can request no more than \$1.25 million at any given time of any CDBG category with the exception of Capacity Building Grants. These grant opportunities could make a substantial impact to improve the quality of life for the citizens of the City of Henderson.



## *Office of the City Manager*

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

*Phone 252.430.5701 : Fax 252.492.7935 : E-mail [rgriffin@ci.henderson.nc.us](mailto:rgriffin@ci.henderson.nc.us)*

[www.ci.henderson.nc.us](http://www.ci.henderson.nc.us)

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18 July 2012

TO: Mayor O'Geary and Members of City Council

FR: Ray Griffin, City Manager

RE: Moped Issues

Ladies and Gentlemen:

Last year, the Public Safety Committee began discussions on moped concerns. Generally speaking, moped concerns include but are not limited to:

- Owners are not required to have liability insurance
- Owners/drivers not required to have a training class
- Drivers not required to have an operator's license
- There appears to be an increasing incidence of moped/automobile related accidents occurring in our community.

Council Member Coffey has a strong interest in pursuing State legislative changes to close gaps such as those previously articulated. She would like to discuss this matter at the Work Session and if Council is so inclined, to refer this matter to the Public Safety Committee for a more complete analysis and recommendation for Council consideration at a later date.



*Office of the City Manager*

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

*Phone 252.430.5701 : Fax 252.492.7935 : E-mail [rgriffin@ci.henderson.nc.us](mailto:rgriffin@ci.henderson.nc.us)*

[www.ci.henderson.nc.us](http://www.ci.henderson.nc.us)

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20 July 2012

TO: Mayor O'Geary and Members of City Council

FR: Ray Griffin, City Manager

RE: 2012 June Tax Releases

Ladies and Gentlemen:

The attached CAF 12-97 was received after the agenda package had been developed. However, due to the timing of year end close out and the approaching audit, it is felt this item should be presented at this meeting to assist in the audit process.

Therefore, if it is agreeable to Council, I would like to request this item be added to the agenda at the beginning of the meeting on Monday, 23 July 2012 for your consideration.

**City Council Action Form**

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



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

**Council Meeting:** 23 July 12 Short Reg Meeting

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20 July 2012

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

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

**RE:** **CAF 12-97**

**Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of June 2012**

**Ladies and Gentlemen:**

**Recommendation:**

- Approval of tax releases and refunds from Vance County for the month of June 2012.

**Executive Summary**

The Vance County Tax office submitted the following tax releases and refunds to the Finance Department for the month June 2012. These releases and refunds are found to be in order and are being recommended for approval.



June 2012

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Cofield, Felicia Ann	Pro-rate	2010	5.91
Hunt, Shameka Lavonn	Pro-rate	2010	10.78
Alston, Sean Antoine	Pro-rate	2011	3.35
Brown, Valeria Cassandra	Reg Vehicle Billed	2011	80.96
Brown, Valeria Cassandra	Pro-rate	2011	20.89
Bullock, George Ed	Pro-rate	2011	38.22
Cofield, Felicia Ann	Pro-rate	2011	3.13
Hargrove, John III	Pro-rate	2011	29.92
Hernandez, Ieshia M.	Pro-rate	2011	0.99
Jones, Davine Marie	Pro-rate	2011	17.82
Legg, Mary Clarke	Pro-rate	2011	15.42
Reid, Leo Dannel	Pro-rate	2011	10.00
Rodwell, Quincy Lee	Pro-rate	2011	42.94
Schronce, Krystal L. & James David	Pro-rate	2011	32.02
Shearin, Floyd Eugene	Reg Vehicle Billed	2011	13.39
Steed, Janice Parham	Pro-rate	2011	5.25
Watson, Taushia Capri	Pro-rate	2011	15.22
Bennett, Cliff & Marilyn	Correct Situs	2012	68.21
Blaylock, Gilbert A.	Pro-rate	2012	65.48
Bullock, Ray Anthony	Correct Situs	2012	93.07
Drakeford, Freddie J.	Correct Situs	2012	125.19
Fields, Arnold Winston	Pro-rate	2012	137.23
Flores, Jessie Y.	Pro-rate	2012	51.50
Harriett Baptist Church	Religious	2012	138.17
Hermosillo, Rafael G.	Pro-rate	2012	14.48
Hernandez, Sergio G.	Pro-rate	2012	43.22
Hudson, John Russell	Correct Situs	2012	13.16
Hughes Mickey Mantle	Reg Vehicle Billed	2012	18.66
Perry, Regina M.	Pro-rate	2012	23.29
Popoca, Celia	Pro-rate	2012	24.40
Ragland, Mary Perry	Pro-rate	2012	2.41
Ranes, William Ray	Correct Situs	2012	51.68
Reed, Joshua Allan	Pro-rate	2012	46.77
Shearin, Floyd Eugene	Reg Vehicle Billed	2012	20.71
Shukair, Rand Adnan	Correct Value	2012	13.56
Talley, Joshua Gray	Correct Situs	2012	28.31
Thorpe, Louis S. & Linda B.	Pro-rate	2012	59.71
Williams, Pattie Lee	Correct Situs	2012	46.33
<b>Total</b>			<b>1,431.75</b>

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Adcock, Patricia Bowes	Pro-rate	2011	11.87
Bullock, Betty Jean	Pro-rate	2011	3.71
Cornerstone General Construction	Pro-rate	2011	32.76
Crusader Rent to Own LLC	Pro-rate	2011	20.11
Drake, Wilton Rodwell Jr.	Pro-rate	2011	9.98
Garnes, Kimberly Benita	Pro-rate	2011	5.34
Stevenson, Timothy Ray	Pro-rate	2011	13.53
<b>Total</b>			<b>97.30</b>