



AGENDA

Henderson City Council Regular Meeting

Monday, 9 July 2012, 6:00 p.m.

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

134 Rose Avenue

Henderson, North Carolina

Mayor and City Council Members

Mayor James D. O'Geary, Presiding

Councilmember James C. Kearney, Jr.

Councilmember Sara M. Coffey

Councilmember Michael C. Inscoc

Councilmember D. Michael Rainey

Councilmember Brenda G. Peace—Jenkins

Councilmember Garry D. Daeke

Councilmember Lonnie Davis, Jr.

Councilmember George M. Daye

Council Member Elect Vernon L. Brown

City Officials

A. Ray Griffin, Jr., City Manager

John H. Zollicoffer, Jr., City Attorney

Esther J. McCrackin, City Clerk

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION AND PLEDGE OF ALLEGIANCE

IV. OPENING REMARKS

In order to provide for the highest standards of ethical behavior and Transparency in Governance as well as provide for good and open government, the City Council has approved Core Values regarding Ethical Behavior¹ and Transparency in Governance². The Mayor now inquires as to whether any Council Member knows of any conflict of interest, or appearance of conflict, with respect to matters before the City Council. If any Council Members knows of a conflict of interest, or appearance of conflict, please state so at this time.

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

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

V. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA

VI. APPROVAL OF MINUTES

- a) 25 June Short Regular Meeting *[See Notebook Tab 1]*
- b) 25 June Work Session

VII. PRESENTATION/RECOGNITIONS

- a) Economic Development Director – Stuart Litvin

VIII. PUBLIC HEARING

- a) Consideration of Approval of Ordinance 12-08, An Ordinance Eliminating Distance Restrictions On Electronic Gaming Operations Within Shopping Centers. *(CAF 12-A-66)*
[See Notebook Tab 2]
 - Public Hearing
 - Ordinance 12-08

IX. PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

X. OLD BUSINESS

- a) Consideration of 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. *(CAF 12-A-74)*
[See Notebook Tab 3]
 - Resolution 12-51
- b) Consideration of Approval of Ordinance 12-46, FY12 Budget Amendment #56, Amending the General Fund and Water Fund. *(CAF 12-84)* *[See Notebook Tab 4]*
 - Ordinance 12-46

XI. SEATING OF NEW COUNCIL

- a) Presentation to Outgoing Council Member Davis
- b) Swearing in of Mayor and Council

XII. RECESS FOR NEW COUNCIL RECEPTION (30 minute recess)

XIII. NEW BUSINESS

- a)* Appointment of Mayor Pro Tempore.
- b)* Appointment of City Manager A. Ray Griffin, City Attorney John H. Zollicoffer, Jr. and City Clerk Esther J. McCrackin.
- c)* Consideration of Approval of Resolution 12-52, Awarding of Departmental Handgun and Badge to Retiree Sergeant Jody L Proctor. *(CAF 12-78) [See Notebook Tab 5]*
 - Resolution 12-52
- d)* Consideration of 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. *(CAF 12-85) [See Notebook Tab 6]*
 - Resolution 12-A-19
 - Ordinance 12-47

X. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

³ Citizen Comment Guidelines

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

- 1) Citizens are requested to limit their comments to five minutes; however, the Mayor, at his discretion, may limit comments to three minutes should there appear to be a large number of people wishing to address the Council;
- 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.

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 7]*
 - ii. Various Departmental Reports
 - Henderson-Vance County 911
 - Henderson Fire Department

XIV. ADJOURNMENT

City Council Minutes--*DRAFT*
Regular Short Meeting
25 June 2012

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 Kathy Brafford, Engineering Director Peter Sokalski, Fire Chief Danny Wilkerson, and Henderson Water Reclamation Facility Director Tom Spain.

CALL TO ORDER

The 25 June 2012 Short Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

Mayor O'Geary opened the meeting.

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 a prayer and the Pledge of Allegiance.

Mayor O'Geary welcomed everyone and shared Council Member Davis was unable to attend due to his health and asked that he be upheld in prayer.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. City Clerk McCrackin advised there would be one item added to New Business: Ordinance 12-45, *Amending the FY 11-12 Budget as part of the Year End Budget Reconciliation Process – FY 11-12 Budget Amendment #54*. City Attorney Zollicoffer asked that another item be added to the Closed Session regarding Pitts vs. City of Henderson. Council Member Peace-Jenkins moved to accept the adjusted Agenda. Motion seconded by Council Member Daye and unanimously approved.

APPROVAL OF MINUTES

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Peace-Jenkins moved the approval of the following minutes as presented: 11 June 2012 Regular Meeting and 14 June 2012 Recessed Meeting from 11 June 2012. Motion seconded by Council Member Kearney and unanimously approved.

PUBLIC HEARING

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

City Manager Griffin said this issue was heard by the Planning Board. Planning Director Erris Dunston was unavailable this evening so City Attorney Zollicoffer shared his understanding of the ordinance change as eliminating the distance restrictions on electronic gaming operations within shopping centers.

Council Member Daeke asked for clarification on how many stations a business could have in an establishment. Attorney Zollicoffer said 100, providing they have the appropriate space. Council Member Coffey asked if this ordinance allowed for two electronic gaming operations to operate side by side. Attorney Zollicoffer said this was not part of the ordinance but could certainly be added if Council so desired. Council Member Rainey, who serves on the Planning Board, felt there were some misunderstandings and Attorney Zollicoffer offered to redraft the ordinance for consideration at the 9 July 2012 meeting.

Council Member Coffey moved to TABLE Ordinance 12-08 for clarification, redrafting and recess the public hearing to the 9 July 2012 meeting. Motion seconded by Council Member Daeke and APPROVED with the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Daye. NO: None. ABSTAIN: None. ABSENT: Davis.

PUBLIC COMMENT PERIOD ON AGENDA ITEMS

The City Clerk advised the Mayor and Council Members that no citizen wished to speak on agenda matters.

NEW BUSINESS

Acceptance of Julia Avenue Phase II CDBG Project – City of Henderson Engineering Agreement and an Agreement with Appian Consulting Engineers for the Development of a Public Facilities Manual and FY12 Budget Amendment #55, Establishing the Julia Avenue Phase II Project Budget. (CAF 12-57; Resolution 12-40)

City Manager Griffin asked Engineering Director Sokalski to provide a summary of this project. Mr. Sokalski explained that this CDBG project is part two for the utility infrastructure and housing redevelopment along Julia Avenue. This project grant was applied for by Kerr-Tar Regional Council of Governments (COG) and was approved and accepted by Vance County. The City's Engineering Department was approached to provide the engineering design for the project regarding the utility infrastructure (mainly water and sewer) and this proposal is a modification of the proposal approved by Council on 14 March 2011 via Resolution 11-02.

Additionally, the City approved a contract with Appian Consulting Engineers, P.A. at the same time for a Public Facilities Manual. Due to the elapse of time, the City requested a modified schedule of fees for the project which the staff now requests Council approval.

Council Member Coffey asked for verification that the cost for the manual would be \$27,330. Mr. Sokalski said that was correct. Council Member Kearney asked if the County was paying the entire amount and wondered if the manual was truly necessary or if there was a better use for those dollars. Mr. Sokalski said yes with the County would be the sole owner of the project initially but eventually the water/sewer portion would be turned over to the City.

City Manager Griffin explained the manual would set forth a uniform set of utility standards. Council Member Kearney, who was not on Council in 2011, wondered why this was a priority and Council Member Daeke suggested a review on the benefits of the manual. Mr. Sokalski said the City currently has no standards which causes confusion between staff, management and contractors in a variety of areas such as installation methods, and/or parts needed.

Assistant City Manager added that the City is now doing more of the smaller projects in-house and unification is needed. He said most contractors will ask for "standards" when doing a proposal. Council Member Coffey said she understood the need for a manual which she saw as an overall blueprint for the City which would streamline the process but was unsure about the costs.

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

Council Member Daeke moved the approval of Resolution 12-40, *A Resolution Authorizing the Acceptance of Julia Avenue Phase II CDBG Project – City of Henderson Engineering Agreement and an Agreement with Appian Consulting Engineers for the Development of a Public Facilities Manual*. Motion seconded by Council Member Rainey and APPROVED by the following vote:

YES: Coffey, Rainey, Peace-Jenkins, Daeke, Daye and Kearney. NO: None. ABSTAIN: Inscoe. ABSENT: Davis. (See Resolution Book 2, p 329)

(Clerk's Note: Council Member Inscoe abstained due to his connections with the COG.)

FY12 Budget Amendment #53, Annual Year Ending Reconciliation Ordinance. (CAF 12-75; Ordinance 12-42 and 12-45)

City Manager Griffin asked that Council consider the add-on item, Ordinance 12-45, *An Ordinance Amending the FY 11-12 Budget as Part of the Year-End Budget Reconciliation Process – FY 11-12 Budget Amendment #54* along with this ordinance. He said Ordinance 12-42 more properly aligned the four major operating funds: General, Water, Sewer and Regional Water, and asked Council's permission to make needed adjustments when he and the Finance Director review the year-end figures mid-week. If adjustments are needed, those changes will be brought to Council for ratification at the 9 July 2012 meeting. Mr. Griffin asked Finance Director Kathy Brafford to explain the add-on ordinance.

Ms. Brafford said the ordinance realigns debt service to the pertaining fund to avoid audit confusion. It also closes out projects and serves to clean up several other funds. Mayor O'Geary asked if the close outs were all recent. Ms. Brafford said some were and some were older. Council Member Kearney asked about the figures in parentheses. Mr. Griffin said those dollars are removed from the fund and numbers without parentheses are added to the fund.

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

Council Member Coffey moved the approval of Ordinance 12-42, *FY12 Budget Amendment #53, Annual Year Ending Reconciliation Ordinance* and Ordinance 12-45, *An Ordinance Amending the FY 11-12 Budget as Part of the Year-End Budget Reconciliation Process – FY 11-12 Budget Amendment #54*. Motion seconded by Council Member Kearney 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 435)

Ratifying and Approving the Mayor's Signature on the North Carolina Rural Economic Development Center Contract 2011-050-40101-102, Amendment No. 3 Re: KLRWS Master Plan Update and Sewer System Hydraulic Capacity Study Downstream of Sandy Creek P/S Discharge Point. (CAF 12-A-51; Resolution 12-A-30)

City Manager Griffin said this is a housekeeping item asking Council to ratify the Mayor's signature to extend the final report date with the Rural Center to 31 December 2012. Mr. Griffin said staff felt the 30 June 2012 deadline would not allow sufficient time to complete an accurate report but that the report will be completed well before December

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

Council Member Rainey moved the approval of Resolution 12-A-30, *Ratifying and Approving the Mayor's Signature on the North Carolina Rural Economic Development Center Contract 2011-050-40101-102, Amendment No. 3 Re: KLRWS Master Plan Update and Sewer System Hydraulic Capacity Study Downstream of Sandy Creek P/S Discharge Point*, seconded by Council Member Daeke and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Daye, Kearney, Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: Davis. (See Resolution Book 2, p 309-A)

Authorizing the Application for a FEMA Grant by the Henderson Fire Department in the Amount of \$709,000. (CAF 12-38; Resolution 12-53)

City Manager Griffin asked Fire Chief Danny Wilkerson to summarize this item. Chief Wilkerson said this grant would allow the department to replace a 1990 model fire truck along with the purchase of twenty-eight (28) Self-Contained Breathing Apparatus (SCBA); two (2) ventilation saws; and eighteen (18) fire hose nozzles. Chief Wilkerson said some of the nozzles currently in use have been in service since he started 37 years ago. If the application is successful, a local match of \$35,000 would be met from the unrestricted General Fund Balance.

Council Member Inscoe asked if the much needed turn-out gear could be added to the application. Chief Wilkerson said he would prefer not to add them because of the response time to the application. Council Member Coffey asked what would happen to the old fire truck if the grant is approved. Chief Wilkerson said by law it would be taken out of commission.

Council Member Rainey asked if it was necessary for grants applications to always come before Council. City Manager Griffin said this is a good policy that was implemented prior to his administration which keeps Council updated --- especially when there is a matching portion required by the City. In this case, if the application is successful \$35,500 would need to be appropriated from the City's undesignated fund balance so this will not be a surprise in the future.

Council Member Kearney asked what Council would do to help with the application process. Chief Wilkerson said letters of endorsement would help and it was agreed the Mayor would write a letter of endorsement.

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

Council Member Coffey moved the approval of Resolution 12-53, *Authorizing the Application for a FEMA Grant by the Henderson Fire Department in the Amount of \$709,000*. Motion seconded by Council Member Peace-Jenkins APPROVED by the following vote: YES: Peace-Jenkins, Daeke, Daye, Kearney, Coffey, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: Davis. (See Resolution Book 2, p 355)

Appointments to the E-911 Committee, Board of Adjustment, Appearance Commission, Recreation and Parks Commission, Redevelopment Committee, Library and Human Relations Commission. (CAF 12-81; Resolution 12-54)

City Manager Griffin asked City Clerk Esther McCrackin to summarize this resolution. Ms. McCrackin stated the Boards and Commissions Committee met on 20 June 2012 and reviewed applications to reappoint ten (10) citizens to the various City boards/commissions/committees.

Mayor O'Geary asked for Council's pleasure, as there was no discussion.

Council Member Rainey moved the approval of Resolution 12-54, *Appointments to the E-911 Committee, Board of Adjustment, Appearance Commission, Recreation and Parks Commission, Redevelopment Committee, Library and Human Relations Commission*. Motion seconded by Council Member Peace-Jenkins APPROVED by the following vote: YES: Daeke, Daye, Kearney, Coffey, Inscoe, Rainey and Peace-Jenkins. NO: None. ABSTAIN: None. ABSENT: Davis. (See Resolution Book 2, p 357)

Authorizing Bid Award for the Sanitary Sewer Replacement Project to H.G. Reynolds Company, Inc., in the Amount of \$887,228.50 (Resolution 12-47); FY12 Budget Amendment #52, Authorizing Additional Funds to the Sanitary Sewer Replacement Project (Ordinance 12-43); and Approving Assignment of Current Contract with O'Brien & Gere for Engineering Services for Various Projects, Including the Sanitary Sewer Replacement Project, to Municipal Engineering Co., P.A. (Resolution 12-51). (CAF 12-74; Resolution 12-47 and 12-51; Ordinance 12-43)

City Manager Griffin asked Assistant City Manager Frazier to explain this three-part request. Mr. Frazier said this is another step to reduce the I&I in the Sandy Creek Basin. He said only one bid was received in May so the bid could not be opened. The project was re-advertised and again, only one bid was received. Because it was the second round, the bid could be opened and it was higher than anticipated so Mr. Frazier and the engineering staff met with H. G. Reynolds Company representatives to reduce the costs. Their bid reduction from \$990,224.00 to \$878,228.50 consisted of manhole rehabilitation rather than replacement. Of the \$878,228.50, \$110,000 comes from the remaining UV replacement project grant funds.

Mr. Frazier said on 11 June, the City received notification from O'Brien & Gere Engineers, Inc., that they are closing their municipal engineering group in Raleigh. Dr. Michael Acquesta from O'Brien & Gere has served as the project manager of this replacement project and it is recommended that the project be transferred to Municipal Engineering Services Co., as Dr. Acquesta has accepted a position with Municipal Engineering. This would hopefully ensure no interruption of services.

Since the agreement for transferring this project from O'Brien & Gere to Municipal Engineering was not available until just before Council met, Council Member Coffey asked for time to read the agreement. Council Member Inscoe agreed and asked if this portion could be tabled until the

9 July 2012 meeting. Mayor O'Geary asked why the agreement was not distributed earlier and City Attorney Zollicoffer said it was because he was working with another attorney on the wording of the document.

Council Member Kearney asked if the new company would be as responsible as the old. City Attorney Zollicoffer said the new company would need to present a performance bond.

City Manager Griffin asked Mr. Frazier if there would be a problem time wise bringing back Resolution 12-51 to the 9 July meeting. Mr. Frazier saw no problem.

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

Council Member Rainey moved the approval of Resolution 12-47, *Authorizing Bid Award for the Sanitary Sewer Replacement Project to H.G. Reynolds Company, Inc., in the Amount of \$887,228.50*; Ordinance 12-43, *FY12 Budget Amendment #52, Authorizing Additional Funds to the Sanitary Sewer Replacement Project* and to TABLE Resolution 12-51, until the 9 July 12 meeting. Motion seconded by Council Member Peace-Jenkins and APPROVED by the following vote: YES: Daye, Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins and Daeke. NO: None. ABSTAIN: None. ABSENT: Davis. (See Resolution Book 2, p 343; Ordinance Book 8, p 437)

Approval of Tax Releases and Refunds from Vance County for the Months of July 2011 through May 2012. (CAF 12-A-68)

City Manager Griffin asked Finance Director Brafford to address Council. Ms. Brafford first provided response to Council's questions from the last meeting by saying the reason for so many months being presented at time was that the releases/refunds had not been done in almost a year prior to her start date in December 2011. She said these bring the City current and she plans to bring them monthly going forward. Next, Ms. Brafford said she spoke to Tax Collector, Porcha Brooks regarding the multiple listings and learned that Compare Foods was listed several times due to improper keying for five (5) pieces of equipment. The Department of Transportation was listed multiple times because of improper coding.

Council Member Daeke asked who did the coding. Ms. Brafford was unsure and following a brief discussion it was suggested Ms. Brooks come to a future work session to answer Council's questions. Council Member Coffey inquired about taxation of church property, and asked for an explanation of certain terms. Council Member Daeke asked why Council needed to vote on these releases. City Manager Griffin responded it was a courtesy for the County to notify the City and said these are all good questions for Ms. Brooks. Mr. Griffin asked Ms. Brafford to set a time when Ms. Brooks can attend a Council work session.

Below are the tax releases and refunds for July 2011 through May 2012.

July 2011

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Short, Eddie S. Mrs.	Foreclosure	2000	178.98
Short, Jessie & Eddie	Foreclosure	2000	327.88
Short, Eddie S. Mrs.	Foreclosure	2001	178.98
Short, Jessie & Eddie	Foreclosure	2001	327.88
Short, Eddie S. Mrs.	Foreclosure	2002	194.96
Short, Jessie & Eddie	Foreclosure	2002	357.16
Woodlief, G. Wayne Mrs.	Foreclosure	2002	32.59
Short, Eddie S. Mrs.	Foreclosure	2003	194.96
Short, Jessie & Eddie	Foreclosure	2003	357.16
Woodlief, G. Wayne Mrs.	Foreclosure	2003	81.80
Short, Eddie S. Mrs.	Foreclosure	2004	204.54
Short, Jessie & Eddie	Foreclosure	2004	374.72
Woodlief, G. Wayne Mrs.	Foreclosure	2004	85.82
Short, Eddie S. Mrs.	Foreclosure	2005	214.13
Short, Jessie & Eddie	Foreclosure	2005	392.29
Woodlief, G. Wayne Mrs.	Foreclosure	2005	89.85
Short, Eddie S. Mrs.	Foreclosure	2006	214.13
Woodlief, G. Wayne Mrs.	Foreclosure	2006	89.85
Plummer, Malcolm	Foreclosure	2007	163.35
Short, Eddie S. Mrs.	Foreclosure	2007	214.13
Woodlief, G. Wayne Mrs.	Foreclosure	2007	89.85
Plummer, Malcolm	Foreclosure	2008	93.45
Rooker, Waverly Lee	Foreclosure	2008	356.23
Short, Eddie S. Mrs.	Foreclosure	2008	104.64
Woodlief, G. Wayne Mrs.	Foreclosure	2008	84.75
Plummer, Malcolm	Foreclosure	2009	96.76
Rooker, Waverly Lee	Foreclosure	2009	368.84
Short, Eddie S. Mrs.	Foreclosure	2009	1,958.34
Woodlief, G. Wayne Mrs.	Foreclosure	2009	87.75
Plummer, Malcolm	Foreclosure	2010	96.76
Rooker, Waverly Lee	Foreclosure	2010	368.84
Short, Eddie S. Mrs.	Foreclosure	2010	108.34
Woodlief, G. Wayne Mrs.	Foreclosure	2010	87.75
Compare Foods	Correct Value	2011	3,822.37
Compare Foods	Correct Value	2011	4,452.30
Compare Foods	Correct Value	2011	5,044.22
Compare Foods	Correct Value	2011	6,835.61
Compare Foods	Correct Value	2011	7,735.44
Shearin, Angela Faye	Personal Property Billed	2011	10.54
Cash, Rita Dianne	Pro-rate	2010	9.96
Cash, Rita Dianne	Pro-rate	2010	8.92

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Champion, Walter	Pro-rate	2010	13.63
Cook, Stephanie Mozell	Pro-rate	2010	10.58
Foster Septic Tank	Correct Situs	2010	140.75
Fuller, James William	Correct Situs	2010	58.15
Hanley, Patricia Taylor	Non-Military SPO	2010	87.07
Hargrove, Nannie Brandom	Pro-rate	2010	2.15
Harrison, Germaine Lamont	Correct Situs	2010	62.30
Hughes, Mickey Mantle	Pro-rate	2010	13.47
Johnson, Felicia Nacole	Pro-rate	2010	2.39
Jones Charles Louis	Pro-rate	2010	2.81
Ledesma, Alfredo Salinas	Pro-rate	2010	1.89
Person, Tony Leander	Pro-rate	2010	7.95
Person, Tony Leander	Pro-rate	2010	24.89
Prudencio, Ruben Moreno	Pro-rate	2010	3.10
Rogers, Bobby Wayne	Pro-rate	2010	23.83
Wilkins, Shannon Marie	Pro-rate	2010	8.26
Williams, Angela Marie	Pro-rate	2010	2.56
Williams, Claude Jr.	Correct Value	2010	72.13
Allen, Ronnie Earl	Correct Value	2011	276.38
Bennett, Clifton Curtis	Correct Situs	2011	14.10
Howard, Laneatria Keisa	Pro-rate	2011	16.99
Hudson, John Russell	Correct Situs	2011	13.33
Johnson, James Joseph	Correct Situs	2011	56.51
Johnson, Wilfort Ferrell	Correct Situs	2011	1.76
Johnson, Wilfort Ferrell	Correct Situs	2011	20.18
Orr, Daniel Walter	Correct Situs	2011	63.76
Ranes, William Ray	Correct Situs	2011	55.66
Ranes, William Ray	Correct Situs	2011	4.89
Richardson, Elisabeth Ann	Pro-rate	2011	2.29
Steagall, Robert Ray	Correct Situs	2011	37.38
White, Marshall Dwayne	Pro-rate	2011	4.91
Williams, Pattie Lee	Correct Situs	2011	51.71
Zuniga, Dagoberto Rosa	Correct Situs	2011	46.04
Total			37,300.62

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Baines, James LaCurtis	Pro-rate	2010	2.96
Evans, Christine Harris	Pro-rate	2010	8.95
Hargrove, Victor Young	Pro-rate	2010	2.38
Meadows, Todd Hampton	Pro-rate	2010	6.43
Steed, Florence Rainey	Pro-rate	2010	1.03
Twisdale, Verla Ellington	Pro-rate	2010	2.63
Wortham, Tony Sr.	Pro-rate	2010	6.77
Total			31.15

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Abbott Chiropractic	Audit Discovery	2008	174.64
Boone, Lillie A.	Correct Value	2011	174.57
Boyd, Earl M. & Jessie		2011	(156.74)
Burwell, Francine Y.	Correct Value	2011	466.22
Burwell, Tommie G	Correct Value	2011	263.23
Carolina Power & Light	State Assessed	2011	3,307.59
Carolina Power & Light	State Assessed	2011	18.44
Carolina Power & Light	State Assessed	2011	157.77
Carolina Power & Light	State Assessed	2011	1,606.85
Carolina Telephone	State Assessed	2011	46.80
Cheek, Eugene H.	Correct Value	2011	286.81
Clopton, Gayle Manry	Correct Value	2011	746.40
Davis, Brenda Thomas	Correct Value	2011	252.43
Deans, Fay W.	Correct Value	2011	106.80
Fort, Charles B.	Correct Value	2011	791.09
Foster, Ella	Pro-rate	2011	181.27
Glover, Joseph U.	Correct Value	2011	131.89
Gregg, Marjorie W.	Correct Value	2011	133.31
Haskins, Ruby D.	Correct Value	2011	109.64
Holmes, James A.	Correct Value	2011	422.80
Hoyle, Sylvia L.	Correct Value	2011	311.03
Kittrell, Billy N.	Correct Value	2011	235.55
Malone, Margaret Harris	Correct Value	2011	69.41
Mason, Ivery Carr	Correct Value	2011	179.71
NC Dept. of Transportation	State Assessed	2011	1,561.95
NC Dept. of Transportation	State Assessed	2011	2,717.79
NC Dept. of Transportation	State Assessed	2011	58.50
NC Dept. of Transportation	State Assessed	2011	2,182.32
NC Dept. of Transportation	State Assessed	2011	8,784.99
NC Dept. of Transportation	State Assessed	2011	58.50
NC Dept. of Transportation	State Assessed	2011	26.33
NC Dept. of Transportation	State Assessed	2011	58.50
NC Dept. of Transportation	State Assessed	2011	58.50
NC Dept. of Transportation	State Assessed	2011	58.50
NC Dept. of Transportation	State Assessed	2011	47.14
NC Dept. of Transportation	State Assessed	2011	1,665.73
NC Dept. of Transportation	State Assessed	2011	17.55
NC Dept. of Transportation	State Assessed	2011	122.78
NC Dept. of Transportation	State Assessed	2011	536.74
NC Dept. of Transportation	State Assessed	2011	0.59
NC Dept. of Transportation	State Assessed	2011	58.50
NC Dept. of Transportation	State Assessed	2011	51.18
NC Dept. of Transportation	State Assessed	2011	115.83
NC Dept. of Transportation	State Assessed	2011	70.67

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
NC Dept. of Transportation	State Assessed	2011	70.67
NC Dept. of Transportation	State Assessed	2011	63.03
NC Dept. of Transportation	State Assessed	2011	585.00
NC Dept. of Transportation	State Assessed	2011	60.11
NC Dept. of Transportation	State Assessed	2011	29.25
NC Dept. of Transportation	State Assessed	2011	29.25
NC Dept. of Transportation	State Assessed	2011	29.25
NC Dept. of Transportation	State Assessed	2011	29.25
NC Dept. of Transportation	State Assessed	2011	87.75
NC Dept. of Transportation	State Assessed	2011	46.80
NC Dept. of Transportation	State Assessed	2011	14.63
NC Dept. of Transportation	State Assessed	2011	14.63
NC Dept. of Transportation	State Assessed	2011	87.27
NC Dept. of Transportation	State Assessed	2011	14.63
NC Dept. of Transportation	State Assessed	2011	142.10
NC Dept. of Transportation	State Assessed	2011	91.28
NC Dept. of Transportation	State Assessed	2011	6.44
NC Dept. of Transportation	State Assessed	2011	58.50
Overby, Beverly Colbert	Correct Value	2011	236.64
Perry, Thornton Carter	Correct Value	2011	120.71
Powell, Robert Henry	Correct Value	2011	208.22
Robinson, Freeland & Margaret	Correct Value	2011	157.47
Sellers, Elsie A.	Correct Value	2011	164.95
Stafford, Pauline M.	Correct Value	2011	95.85
State of North Carolina	State Assessed	2011	55.25
Theret, Thomas V.	Correct Value	2011	72.93
Turner, Geneva F.	Correct Value	2011	248.47
Walker, Haywood Lee	Correct Value	2011	192.81
Wells, John L. & Marilyn C.	Correct Value	2011	309.14
Rios, Jose Francisco	Pro-rate	2009	5.39
Barnett, Mary Morris		2010	(62.18)
Brantley, Elisabeth	Pro-rate	2010	8.09
Bridges, Brian Lamont	Pro-rate	2010	6.93
Brooks, Betty Alston	Pro-rate	2010	2.75
Davis, Lillian Fleming		2010	(35.33)
Farmer, Torrey Wade	Pro-rate	2010	51.62
Hermosillo, Rafael G	Pro-rate	2010	7.23
Howard, Denanester III	Pro-rate	2010	13.74
Hoyle, Annie McDaniel		2010	(33.46)
King, Shaun N.	Military Exemption	2010	97.63
McDaniel, Earl Ray	Correct Value	2010	14.27
McDaniel, Shirley Dennis		2010	(101.55)
Morton, Floyd Thomas	Correct Situs	2010	11.76
Trice, Derek Scott	Pro-rate	2010	5.02
Turrentine, Whitaker Joann	Pro-rate	2010	12.04
White, James McKurry	Pro-rate	2010	10.31

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Abbott, Wade Thomas	Correct Situs	2011	16.84
Abbott, Wade Thomas	Correct Situs	2011	1.76
Abbott, Wade Thomas	Correct Situs	2011	23.51
Abbott, Wade Thomas	Correct Situs	2011	1.76
Abbott, Wade Thomas	Correct Situs	2011	23.51
Baines, James Lacurtis	Pro-rate	2011	30.94
Callahan, William M.	Correct Situs	2011	87.94
Carroll, Kenneth Neal	Correct Value	2011	13.60
Clodfelter, Reynolds C.	Correct Value	2011	10.75
Ellis, Louis Berkeley	Pro-rate	2011	4.54
Foster, John C.	Correct Situs	2011	60.60
Foster, John C.	Correct Situs	2011	1.76
Foster, John C.	Correct Situs	2011	151.80
Hargrove, Jerry	Pro-rate	2011	63.17
Harp-, Curtis Ray	Correct Situs	2011	39.43
Hilliard, Perry H.	Pro-rate	2011	6.16
Hundhausen, Cigdem D.	Correct Situs	2011	34.66
Hunt, Dora Webster		2011	(54.46)
Johnson, Wilford F.	Correct Situs	2011	13.51
Jones, Shirley Marie	Pro-rate	2011	10.73
LeBao, Ngoc Hopang		2011	123.14
Matney, Roger Lee	Correct Situs	2011	70.43
Matney, Roger Lee	Correct Situs	2011	19.65
Moss, Stephen Wade		2011	(139.87)
MR Williams, Inc.	Pro-rate	2011	33.62
Newton, Robert L.	Correct Situs	2011	38.49
Orr, Daniel Walter	Correct Situs	2011	14.91
Pandimakeel, Xavier G.	Transfer Out	2011	89.56
Patane, Rocco	Transfer Out	2011	17.66
Perdue, Kenneth	Correct Situs	2011	12.93
Riddle, Tommy Dean	Transfer Out	2011	14.92
Stewart, Patrick A.	Pro-rate	2011	52.29
Williams, Iris A.	Pro-rate	2011	10.11
Total			32,507.01
NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Chase Ventures Inc.	Pro-rate	2010	57.58
Cox, William David Jr.	Pro-rate	2010	1.08
Edwards, Stephen H & Wendy W	Pro-rate	2010	4.90
Gill, Donna Ann	Pro-rate	2010	12.84
Peace, Ernestine Jones	Pro-rate	2010	1.17
Stevenson, Timothy Ray	Pro-rate	2010	0.53
Honda Lease Trust	Pro-rate	2011	75.24
Pierce, Serena	Pro-rate	2011	19.80
Total			173.14

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Baskett, Ella G. Heirs	Foreclosure	2005	34.11
Baskett, Ella G. Heirs	Foreclosure	2006	34.11
Marrow, Charles Clinton	Foreclosure	2006	182.98
Baskett, Ella G. Heirs	Foreclosure	2007	34.11
Marrow, Charles Clinton	Foreclosure	2007	182.98
Baskett, Ella G. Heirs	Foreclosure	2008	43.79
Marrow, Charles Clinton	Foreclosure	2008	5,476.34
Baskett, Ella G. Heirs	Foreclosure	2009	45.33
Marrow, Charles Clinton	Foreclosure	2009	220.90
Baskett, Ella G. Heirs	Foreclosure	2010	45.33
Marrow, Charles Clinton	Foreclosure	2010	220.90
Stovall, Mary T.	Correct Value	2010	1.17
Zamarripa, Josef	Personal Prop Billed	2010	34.78
Allen, Marilyn D.	Correct Value	2011	126.12
Allen, Norman	Correct Value	2011	269.61
Bawcum, Bettie R.	Personal Prop Billed	2011	1.76
BNS Properties		2011	(89.14)
Bobbitt, Hellon	Correct Value	2011	11.22
Brigham, Lelia C.		2011	(71.20)
Brodie, William C.		2011	(2.26)
Bullock, Eva Bennett	Correct Value	2011	52.93
Burroughs, Charlie		2011	(218.04)
Butler, Anthony O.		2011	211.82
Chavis, Joe Douglas	Correct Value	2011	50.28
Cheek, Amelia J.	Correct Value	2011	224.58
Cheek, David L.	Correct Value	2011	261.72
Childress, Betty R.	Correct Value	2011	310.07
Clearview Baptist Church	Religious	2011	218.67
Clearview Baptist Church	Religious	2011	243.59
Clearview Baptist Church	Religious	2011	175.50
Clements, Rosa Taylor	Correct Value	2011	19.65
Crews, Alicia D.	Correct Value	2011	15.18
Crosby, Beulah M.		2011	(144.45)
Deans, Fay W.	Correct Value	2011	39.45
Debnam, Queen D.	Correct Value	2011	167.53
Dickerson, Jawoundaa	Correct Value	2011	70.86
Divine Habitation Ministry Int'l Inc.	Religious	2011	523.87
DND Brothers LLC, /Sleep Inn	Correct Value	2011	3,380.83
Dunston, Marshall H.	Correct Value	2011	45.35
Edwards, Carl N.		2011	(38.06)
Ellis, James Melvin	Correct Value	2011	64.44
Faucette Properties		2011	(277.87)
Fell, Joseph	Correct Value	2011	55.63
Fields, Arnold W.		2011	(17.28)
Fore, Alphonso		2011	(211.82)

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Francis, Clint Andrew	Personal Prop Billed	2011	9.36
Frigoletti, Paul J.	Correct Value	2011	36.55
Greenway, Tracy S.	Correct Value	2011	18.67
Guillen, Octovio	Personal Prop Billed	2011	31.62
Hanks, Diana D.	Correct Value	2011	4.80
Hargrove, Edith W.	Correct Value	2011	51.98
Hargrove, Marthelia B.		2011	218.04
Harriet Baptist Church	Religious	2011	81.40
Hart, Harold N. & Lizz	Correct Value	2011	28.23
Henderson, James H.	Correct Value	2011	218.98
Henderson Realty Co (R. Irving)		2011	284.23
Housing & Urban Development		2011	1,184.68
Jackson, David W & Alice	Correct Value	2011	41.16
Jarrell, A. W.	Correct Value	2011	54.09
Johnson, Michael T.	Correct Value	2011	81.42
Jones, Eliza B.	Correct Value	2011	28.76
Jones, Stella D.	Real Property Bill	2011	242.83
Jordan & Rand Restaurant	Correct Value	2011	289.79
Jordan & Rand Restaurant	Correct Value	2011	304.13
Kearney, Lee	Correct Value	2011	70.70
Kelly, Emma A.	Correct Value	2011	24.70
Kincaid, Kathy M.	Remove Late List	2011	0.81
Martin, Brneda B.	Correct Value	2011	9.55
Massenburg, Lafayette	Correct Value	2011	49.15
Meadows, Harry Jr.	Correct Value	2011	47.45
Odom, Joyce D.		2011	(25.94)
Perry, Barbara H.	Correct Value	2011	39.81
Pierce, Serena	Correct Value	2011	(0.06)
Prather, Una Kay		2011	225.77
Redevelopment Comm Henderson	Government	2011	19.74
Redevelopment Comm Henderson	Government	2011	19.74
Redevelopment Comm Henderson	Government	2011	87.51
Redevelopment Comm Henderson	Government	2011	85.71
Redevelopment Comm Henderson	Government	2011	43.58
Redevelopment Comm Henderson	Government	2011	29.61
Redevelopment Comm Henderson	Government	2011	16.50
Redevelopment Comm Henderson	Government	2011	20.62
Redevelopment Comm Henderson	Government	2011	10.34
Redevelopment Comm Henderson	Government	2011	42.82
Redevelopment Comm Henderson	Government	2011	21.87
Redevelopment Comm Henderson	Government	2011	184.58
Redevelopment Comm Henderson	Government	2011	23.69
Redevelopment Comm Henderson	Government	2011	103.37
Redevelopment Comm Henderson	Government	2011	97.12
Redevelopment Comm Henderson	Government	2011	26.33
Redevelopment Comm Henderson	Government	2011	120.29
Redevelopment Comm Henderson	Government	2011	86.63
Redevelopment Comm Henderson	Government	2011	102.07
Redevelopment Comm Henderson	Government	2011	31.37
Robinson, Margie Heirs	Correct Value	2011	57.13
Rogers, Samuel R.	Correct Value	2011	4.09
Russell, Maple D.	Correct Value	2011	44.04

Sept 2011 (cont'd)

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Salvation Army	Correct Value	2011	542.88
Salvation Army	Correct Value	2011	3,081.04
Salvation Army	Correct Value	2011	97.33
Schuster, Virginia C.	Correct Value	2011	185.76
Siemens Financial Service	Personal Prop Billed	2011	2,316.08
Smith, Susie Hicks	Correct Value	2011	153.73
Stokes, Reba H.		2011	(146.25)
Stovall, Mary T.	Correct Value	2011	154.84
Subway of Henderson	Correct Value	2011	614.38
Subway of Henderson	Correct Value	2011	684.45
Summers, Carolyn Bell	Correct Value	2011	43.92
Thomas, Andrew & Juanita		2011	(1,184.68)
Thomas, June W. Jr.	Correct Value	2011	57.86
Thorne Residential Leasing		2011	(284.23)
Thorpe, Walter	Correct Value	2011	42.98
Vaughan, Ralph	Correct Value	2011	16.97
Walker, Edmond D. Jr.	Correct Value	2011	28.94
Walker, Tami Joy	Correct Value	2011	30.66
Williams, Allen	Correct Value	2011	101.86
Williams, Nellie G.	Correct Value	2011	9.35
Wyatt, Jim K. Jr.	Correct Value	2011	27.02
Hargrove, Mildred Stevenson	Discharged Bank	2001	73.17
Hargrove, Mildred Stevenson	Discharged Bank	2001	17.73
Elliott, Tammy Lee	Pro-rate	2010	0.88
Gooch, Ernest Jr.	Correct Situs	2010	14.33
Gooch, Ernest Jr.	Correct Situs	2010	28.60
Johnson, David	Correct Situs	2010	70.14
Marrow, Charles Zeit	Foreclosure	2010	12.19
Martin, Joyce Batchelor	Pro-rate	2010	9.39
Miller, Walter Asbury III	Correct Situs	2010	123.55
Overby, Jonathan Semaj	Pro-rate	2010	6.90
Shearin, Melinda McGhee	Correct Situs	2010	15.15
Thomas, Robert Lewis	Correct Situs	2010	18.78
Valentine, Doris Ann	Pro-rate	2010	1.17
Williams, Patricia Small	Pro-rate	2010	4.05
Alston, Jasmine Christ		2011	19.13
Alves, Simon Una	Pro-rate	2011	9.21
Ellis, Patrick O'Neal	Pro-rate	2011	15.76
Ellis, Vernell	Pro-rate	2011	6.40
Jones, Latoria Sharlyn	Pro-rate	2011	41.83
McQueen, Dottie Patricia	Pro-rate	2011	10.27
North Henderson Baptist Church	Religious	2011	103.60
Parham, David Southerland	Real Property Billed	2011	16.14
PNC Equipment Finance	State Assessed	2011	134.14
Roberson, William Edward	Pro-rate	2011	27.91
Taylor, Kym Alise	Pro-rate	2011	13.48
The Salvation Army	Correct Value	2011	46.56
The Salvation Army	Correct Value	2011	62.30
Thomas, Robert Lewis Jr.	Correct Situs	2011	1.76
Thomas, Robert Lewis Jr.	Correct Situs	2011	17.37
Thomas, Robert Lewis Jr.	Correct Situs	2011	18.78
Thomas, Robert Lewis Jr.	Correct Situs	2011	17.14
Yanez, Jose Cruz Ortiz	Pro-rate	2011	19.13
Total			24,510.61

Sept 2011 (cont'd)

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Bryant, Devonuee O'Dell	Pro-rate	2010	5.05
Haskins, Ruby D.	Correct Value	2010	36.61
Nelson, Bryant Antwon	Correct Situs	2010	25.85
Nelson, Bryant Antwon	Correct Situs	2010	56.22
Pharr, Ray Wallace	Pro-rate	2010	3.39
Stainback, Audrey Singley	Correct Situs	2010	23.98
Critcher, John Brooks	Pro-rate	2011	9.87
Enterprise FM Trust	Pro-rate	2011	45.90
Foushee, Russell Alexander	Correct Situs	2011	1.76
Mueller, Richard G.	Correct Situs	2011	1.76
Pace, J. Byron	Correct Situs	2011	1.76
Rigsbee, Ronald Wayne	Correct Situs	2011	1.76
Senter, Hubert Harris Jr.	Correct Situs	2011	1.76
Total			215.67

Oct 2011

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Green, Helen Heirs	Foreclosure	2006	155.17
Cleaton, Janet R.	Foreclosure	2007	183.55
Green, Helen Heirs	Foreclosure	2007	155.17
Cleaton, Janet R.	Foreclosure	2008	223.29
Green, Helen Heirs	Foreclosure	2008	129.22
Cleaton, Janet R.	Foreclosure	2009	231.19
Green, Helen Heirs	Foreclosure	2009	133.79
Cleaton, Janet R.	Foreclosure	2010	231.19
Green, Helen Heirs	Foreclosure	2010	133.79
Butler, Natalie Hope		2011	(192.31)
Cleaton, Janet R.	Foreclosure	2011	231.17
Colonial Rentals, LLC		2011	574.54
Green, Helen Heirs	Foreclosure	2011	133.75
Kirby, Thomas D.	Pers Property Billed	2011	12.62
McDaniel, Shirley J.	Correct Value	2011	545.61
Moon, Michael J.	Correct Value	2011	42.12
Norwood, Richard H. Jr.		2011	(39.05)
Person, Eddie M.		2011	(29.82)
Pirie, Robert C. Jr.	Pers Property Billed	2011	9.62
Prestigious Housing		2011	(574.54)
Scarboro Enterprises	Correct Ownership	2011	29.83
Spencer, Wayne G.	Correct Value	2011	409.33
Terry, Willie Lee		2011	(146.25)
Vance Co Habitat for Humanity		2011	192.31
Brandon, Ricardo	Pro-rate	2010	5.62
Burt, Ruth Corena	Pro-rate	2010	1.32
Carrillo, Jorge Aro	Pro-rate	2010	27.40
Enterprise FM Trust	Pro-rate	2010	10.94

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Fritz, Gregory	Pro-rate	2010	2.06
Hargrove, Willie Gene	Pro-rate	2010	0.44
Hawkins, Jacquiel Taylor	Pro-rate	2010	8.20
Kemp, Kellie Araadia	Pro-rate	2010	10.00
Kincaid, Fannie Prewer & Raven	Pro-rate	2010	39.57
Lewis, Nicholas Roshau	Pro-rate	2010	13.85
Lilley, Bridget Knight	Pro-rate	2010	3.80
Lunsford, Herman Gregg	Pro-rate	2010	2.12
Magbie, Barbara Kingsbury	Pro-rate	2010	4.68
Schwartzburg, Alfreta	Correct Value	2010	12.55
Vellejo, Joel Gerardo	Pro-rate	2010	4.31
West, Carl Leonard	Pro-rate	2010	12.92
Williams Megan Lavon	Pro-rate	2010	1.84
Wright, Robert Jamell	Pro-rate	2010	5.13
Alexander, Barbara Leslie	Pro-rate	2011	28.22
Alston, Mary Frances	Correct Situs	2011	22.52
Baines, James Lacurtis	Pro-rate	2011	10.53
Barton, Tammy Marie	Pro-rate	2011	3.99
Bridges, Annette Poythress	Pro-rate	2011	11.89
Brown, Gladys Sneed	Pro-rate	2011	8.31
Carter, Raymond Fredrick	Correct Situs	2011	31.70
County of Vance		2011	114.83
County of Vance		2011	114.83
Dickies Grove Baptist Church	Religious	2011	24.16
Edwards, Deavro Jr.	Transfer Out	2011	70.49
Evans, Christine Harris	Pro-rate	2011	81.71
Foster, Christopher James	Correct Situs	2011	54.58
Franklin Vance Warren OPP	Government	2011	94.77
Fruit of the Spirit	Correct Situs	2011	5.56
Fuller, Beverly Barker	Pro-rate	2011	56.79
Hanley Patricia T. & Robert M.	Non Military SPO	2011	78.04
Harris, Waverly Jr.	Correct Situs	2011	18.07
Johnson, Wilfort Ferrell	Correct Situs	2011	1.76
Johnson, Wilfort Ferrell	Correct Situs	2011	2.57
Lowry, Samuel Earl	Correct Situs	2011	1.76
Maldonado, Maria Ines	Pro-rate	2011	10.04
Nunnery, Edith Fisher	Correct Situs	2011	153.27
Oleary, Robert Thomas	Pro-rate	2011	5.17
Perry, Juwana Monique	Pro-rate	2011	8.33
Poplin, Jayne Hayes	Correct Situs	2011	111.21
Poplin, Michael F. Jayne H.	Correct Situs	2011	30.18
Powell, Katherine M.	Pro-rate	2011	17.90
Ranes, Elizabeth K.	Pro-rate	2011	100.71
Sharpe, John Wesley Jr.	Transfer Out	2011	15.50
Sorrell, Troy Lee	Transfer Out	2011	72.71
Steagall, Robert Ray	Reg Vehicle Billed	2011	25.84
Vera, Roman Osorio	Pro-rate	2011	7.62
Wilkins, Kevin Michael	Military Exemption	2011	24.57
Wilkins, Kevin Michael	Military Exemption	2011	54.93
Williams, George Edward	Correct Situs	2011	14.91
Williams, Henry	Pro-rate	2011	75.24
Williams, Jaquetta P.	Correct Situs	2011	36.73
Williams, Paul W.	Correct Situs	2011	18.74
Williams, Sharon	Pro-rate	2011	7.81
Wright, Gwendolyn G.	Pro-rate	2011	6.93
Total			4,577.46

Oct 2011 (cont'd)

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Spencer, Wayne G.	Modify Exemption	2010	409.26
Marrow, Kettisha Cheri	Pro-rate	2011	2.63
Total			411.89

Nov 2011

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Burton, Willie Heirs	Foreclosure	2000	46.42
Burton, Willie Heirs	Foreclosure	2001	46.42
Burton, Willie Heirs	Foreclosure	2002	50.57
Burton, Willie Heirs	Foreclosure	2003	50.57
Burton, Willie Heirs	Foreclosure	2004	2,542.36
Burton, Willie Heirs	Foreclosure	2005	17.82
Burton, Willie Heirs	Foreclosure	2006	17.82
Burton, Willie Heirs	Foreclosure	2007	17.82
Smith, John E. & Mildred	Foreclosure	2007	182.44
Burton, Willie Heirs	Foreclosure	2008	21.87
Smith, John E. & Mildred	Foreclosure	2008	181.25
Burton, Willie Heirs	Foreclosure	2009	22.64
Smith, John E. & Mildred	Foreclosure	2009	187.67
Burton, Willie Heirs	Foreclosure	2010	22.64
Smith, John E. & Mildred	Foreclosure	2010	187.67
Canon Financial Services	Correct Value	2011	36.34
F & A Businesses		2011	68.33
Perry, Mildred R.		2011	(146.25)
Poythress, Grace B.	Correct Value	2011	401.88
Roberson, Theodore M.	Personal Prop Billed	2011	22.50
Smith, John E. & Mildred	Foreclosure	2011	187.68
Valdedivar, Ivan	Personal Prop Billed	2011	48.77
Osborne, Ashley Marie	Transfer Out	2007	59.11
Baker, Rayshane Lamar	Pro-rate	2010	1.21
Bryant, Delores Cheek	Correct Situs	2010	42.70
Bryant, Delores Cheek	Correct Situs	2010	90.26
Bullock, Yolanda C.	Pro-rate	2010	2.74
Burton, Pamela Jean	Pro-rate	2010	2.58
Closs, Kenneth Maurice	Pro-rate	2010	1.71
Finch, Andrew J. Jr.	Pro-rate	2010	2.61
Forsythe, Elizabeth D.	Pro-rate	2010	28.73
Gooch, Ernest Jr.	Correct Situs	2010	32.76
Jones, Star-shemah S.	Pro-rate	2010	4.47
Manning, Marcellus D.	Correct Situs	2010	25.15
Rollinson, Karen Ellis	Pro-rate	2010	42.66
Townes, Kevin D.	Correct Situs	2010	85.47
White, Charles Craig	Pro-rate	2010	44.85
Alston, Calvin Fred	Pro-rate	2011	13.20
Bates, Gloria Mechelle	Pro-rate	2011	36.75
Burton, Pamela Jean	Pro-rate	2011	3.72
Callahan, William M.	Correct Situs	2011	54.34
Cash, James Jr.	Correct Situs	2011	46.45
Cash, Janet Hale	Correct Situs	2011	38.61
Cheek, Earnestine W.	Pro-rate	2011	6.50
Edwards, Deavrow Jr.	Transfer Out	2011	70.49
First Baptist Church	Religious	2011	126.15
First Baptist Church	Religious	2011	117.06
First Baptist Church	Religious	2011	117.06
Fuentes, Nelson A.	Pro-rate	2011	4.43
Gaston Special Police	Regular Vehicle Billed	2011	106.35

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Green, Carol Yvette	Pro-rate	2011	38.21
Gupton, Betty Davis	Pro-rate	2011	10.49
Hanford, Rayford Ray	Correct Situs	2011	16.84
Hanks, Sandra Nelson	Pro-rate	2011	32.80
Harrison, Penelope L.	Pro-rate	2011	12.38
Hart, Ginealla Lynn	Pro-rate	2011	34.42
Jenkins, Joseph T.	Correct Value	2011	42.23
Johnson, Hiram Alvin Jr.	Correct Value	2011	53.35
Johnson, James Joseph	Correct Situs	2011	27.14
Johnson, Wilfort F.	Correct Situs	2011	1.76
Jones, Charlie Louis	Pro-rate	2011	22.96
Jones, Derrick Lamar	Pro-rate	2011	6.29
Jones, Star-Shemah S.	Pro-rate	2011	8.32
Kasey, Teresa Butler	Correct Value	2011	6.70
Kelly, Alice Wright	Pro-rate	2011	28.46
Leonard, Catherine M.	Pro-rate	2011	10.03
Magbie, Georgia Jones	Correct Situs	2011	16.38
Malone, Margaret H.	Pro-rate	2011	3.18
Manning, Louise A.	Correct Situs	2011	22.81
Molina, Mario Alberto	Pro-rate	2011	21.30
O'Geary, Howell A and Denise B.	Correct Value	2011	42.94
PNC Equipment Finance	State Assessed	2011	336.43
Riddle, Tommy Dean & Thomas Lee	Pro-rate	2011	73.14
Rush, George Blackmore	Transfer Out	2011	62.88
Speake, George Donald		2011	177.25
Speake, George Donald		2011	177.25
Starnes, Timothy Ray	Correct Situs	2011	13.94
Stevenson, Felisia B.	Correct Situs	2011	17.31
Vaughn, Stephanie C.	Correct Situs	2011	63.59
Wassum, Douglas E.	Pro-rate	2011	0.88
Watkins, Frederica L.		2011	208.61
West, Michael Wayne	Correct Situs	2011	18.42
Total			7,032.04

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Bowes, William Rancher	Pro-rate	2010	5.41
Faulkner, Melissa D & Alan D.	Correct Situs	2010	74.41
Kelly, Gregory Wayne	Correct Value	2010	6.29
White, Ricky Lee	Pro-rate	2010	8.39
Allgood, Lee Roy	Correct Situs	2011	13.33
Allgood, Lee Roy	Correct Situs	2011	21.82
Hargrove, Craig Bernard	Pro-rate	2011	3.32
Jones, Cassandra	Pro-rate	2011	13.38
Robertson, Susan L.	Pro-rate	2011	10.94
Total			157.29

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Cheek, John N. Heirs	Foreclosure	2000	43.90
Cheek, John N. Heirs	Foreclosure	2001	43.90
Cheek, John N. Heirs	Foreclosure	2002	47.82
Cheek, John N. Heirs	Foreclosure	2003	47.82
Cheek, John N. Heirs	Foreclosure	2004	50.18
Cheek, John N. Heirs	Foreclosure	2005	52.53
Cheek, John N. Heirs	Foreclosure	2006	52.53
Cheek, John N. Heirs	Foreclosure	2007	52.53
Cheek, John N. Heirs	Foreclosure	2008	44.30
Cheek, John N. Heirs	Foreclosure	2009	45.86
Cheek, John N. Heirs	Foreclosure	2010	45.86
Alston, Donald	Personal Prop Billed	2010	34.78
Alston, Donald	Personal Prop Billed	2011	34.78
Caring Hearts Health	Correct Value	2011	140.99
Cheek, John N. Heirs	Foreclosure	2011	45.89
Arias, Montes Maria	Pro-rate	2010	5.32
Carter, Felicia Taylor	Pro-rate	2010	0.77
Escamilla, Bianca E.	Pro-rate	2010	3.19
Floyd, Lycia Denea	Pro-rate	2010	1.66
Gouldman, Gregory D.	Correct value	2010	21.21
Harris, Cassandra Ann	Pro-rate	2010	4.26
Maynard, Willie Winston	correct situs	2010	265.06
Moore, NE Dempsey Jr	correct situs	2010	16.26
Orr, Harry Lane	Pro-rate	2010	1.66
Richardson, J'Maine	Pro-rate	2010	3.86
Addington, Ramona O.	Pro-rate	2011	7.68
Baskerville, Patricia	Correct Situs	2011	58.85
Baskerville, Patricia	Correct Situs	2011	56.45
Bullock, John Earl	Pro-rate	2011	3.26
Bullock, Shariah Perry	Pro-rate	2011	4.35
Carrillo, Jorge Aro	Correct Value	2011	87.31
Carter, Natalie & Ophelia	Correct Situs	2011	123.72
Carter, Natalie	Correct Situs	2011	42.47
Carter, Ophelia C.	Correct Situs	2011	12.93
Carter, Ophelia C.	Correct Situs	2011	16.96
Carter, Richard Henry	Correct Situs	2011	45.22
Compton Dynamics Inc.	Pro-rate	2011	41.19
Egerton, Ella Matilda	Correct Situs	2011	20.94
Gregory, Derrick T.	Correct Value	2011	2.14
Gupton, William G.	Pro-rate	2011	16.41
Hartscock, Tennille B.	Pro-rate	2011	10.36
Hester, Connie King	Pro-rate	2011	35.60
Holden, Toki Taylor	Pro-rate	2011	8.07
Lotz, Joyce Louise	Pro-rate	2011	4.31
Lourenco, Mandel Luiz	Pro-rate	2011	5.94
Marrow, Chiquita M.	Pro-rate	2011	19.99
Marrow, Chiquita M.	Pro-rate	2011	24.56
Marsalone, Paul Thomas	Pro-rate	2011	19.27
Martinez, Jose Andres	Pro-rate	2011	16.10
McCullough, James R.	Pro-rate	2011	5.83

Dec 2011 (cont'd)

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Montague, Debra H.	Pro-rate	2011	7.02
Moore, NE Dempsey Jr.	Correct Situs	2011	13.51
Moticka, Betty	Correct Value	2011	12.25
Pettaway, Bryan O'Neal	Military Exemption	2011	146.83
Roberson, Donald Ray Jr.	Pro-rate	2011	77.22
Roberson, Michael T.	Pro-rate	2011	44.57
Roberson, Michael T.	Pro-rate	2011	171.69
Vellejo, Joel Gerardo	Pro-rate	2011	9.39
Welch, Jesse Dywane	Pro-rate	2011	9.39
Williams, Margaret M.	Correct Situs	2011	55.16
Wilson, Dale Elliott	Correct Value	2011	7.90
Total			2,351.76

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Colbert, Donald Alvin	Pro-rate	2011	12.15
Total			12.15

Jan 2012

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Woods, Marcella	Personal Prop Billed	2010	34.78
Copley, Karen	Correct Value	2011	2.25
Falkner, John Henry II	Correct Value	2011	84.58
Fresh Anointed Tabernacle	Religious	2011	20.48
Fresh Anointed Tabernacle	Religious	2011	1,283.26
Houston, Christopher M.		2011	(7.82)
Roberson, Linda C. & Donald R.	Personal Prop Billed	2011	5.85
Simmons, Jeffrey D.	Personal Prop Billed	2011	9.56
Terry, Cherry M.		2011	(146.25)
Unknown	Unknown Owner	2011	2.93
Unknown	Unknown Owner	2011	5.08
Unknown	Unknown Owner	2011	4.68
Woods, Marcella	Personal Prop Billed	2011	34.78
Balthrope, George W.	Pro-rate	2010	6.70
Billinger, Curtis L.	Pro-rate	2010	0.59
Aaron's Inc.	Pro-rate	2011	35.36
Aaron's Inc.	Pro-rate	2011	55.59
Baines, James Lacurtis	Correct Situs	2011	20.59
Balthrope, George W.	Pro-rate	2011	2.44
Byczynski, Leonard L.	Pro-rate	2011	38.39
Clayton Farms	Correct Situs	2011	13.10
Collier, Michael J.	Correct Situs	2011	14.56
Collins, Marie Antonia	Transfer Out	2011	37.34
Davis, Melvin Jr.	Pro-rate	2011	2.53
Davis, Michelle Jones	Pro-rate	2011	21.88
F & N Enterprises, Inc.	Correct Value	2011	5.25

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Gregorio, Octavio G.	Pro-rate	2011	17.36
Gupton, Harriet J.	Correct Situs	2011	48.96
Harris, Johanna A.	Pro-rate	2011	2.40
Harris, Peggy Ann	Pro-rate	2011	2.96
Henderson, Helen W.	Pro-rate	2011	6.92
Hughes, Mickey Mantle	Pro-rate	2011	6.60
Martinez, Jose Andres	Pro-rate	2011	64.93
Matthews, William John	Correct Situs	2011	10.00
Medlin, Larry Carl	Pro-rate	2011	9.04
Moon, Andrea Saunders	Pro-rate	2011	49.10
Moreno, Domingo D.	Pro-rate	2011	23.40
Olearo, Christopher R.	Correct Situs	2011	111.32
Perry, James Otis	Pro-rate	2011	4.27
Perry, James Otis	Pro-rate	2011	14.96
Roberts, Dannie Thomas	Pro-rate	2011	10.53
Rodriguez, Stacia R.	Pro-rate	2011	1.61
Royster, Shajuan P.	Pro-rate	2011	12.14
Shabazz, Naomie Jones	Pro-rate	2011	4.18
Shukair, Rand Adnan	Pro-rate	2011	34.95
Stanley, Linda P.	Pro-rate	2011	23.45
Terry, Raymond Thomas Jr.	Reg Vehicle Billed	2011	168.48
Thomas, Robert Lewis	Correct Situs	2011	10.00
Thomas, Robert Lewis	Correct Situs	2011	1.76
Thomas, Robert Lewis	Correct Situs	2011	10.00
Thomas, Robert Lewis	Correct Situs	2011	10.00
United Telephone	State Assessed	2011	76.30
Woodard, Betty Tucker	Correct Situs	2011	60.13
Wright, William Asa Jr.	Pro-rate	2011	8.07
Wynn, Brandy Denise	Pro-rate	2011	10.67
Zuniga, Dagoberto Rosa	Correct Situs	2011	10.00
Total			2,412.97

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Breedlove, Ione Powell	Pro-rate	2011	6.98
Gregorio, Octavio G.	Pro-rate	2011	0.74
Henderson, Johnnie	Pro-rate	2011	3.97
Root, Larry Marvin	Pro-rate	2011	6.43
Soliman, Essam Safwat	Pro-rate	2011	2.38
Sweeney, Sharon Gay	Pro-rate	2011	3.37
Yancey, Vivian Cox	Pro-rate	2011	3.94
Total			27.81

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Zuniga, Felipe	Pers Property Billed	2008	23.31
Zuniga, Felipe	Pers Property Billed	2009	24.13
Zuniga, Felipe	Pers Property Billed	2010	24.13
Garcia, Miguel	Pers Property Billed	2010	34.78
Arielle Investments	Correct Value	2011	810.67
Arielle Investments	Correct Value	2011	1,071.17
Arielle Investments	Correct Value	2011	664.58
Crowder, Dexter	Pers Property Billed	2011	40.86
Garcia, Miguel	Pers Property Billed	2011	34.78
Nevils, Ralph T.	Pers Property Billed	2011	16.09
Scott, Alice L.		2011	(27.11)
Zuniga, Felipe	Pers Property Billed	2011	24.14
B & C Auto Service		2012	3.22
Century 21 Realty	Pers Property Billed	2012	311.82
Grooming Box The	Correct Value	2012	98.46
Kids Workshop	Correct Situs	2012	1.96
Kids Workshop	Correct Situs	2012	2.14
Kids Workshop	Correct Situs	2012	2.32
Kids Workshop	Correct Situs	2012	2.42
Kids Workshop	Correct Value	2012	3.07
Lambert's Cable Splicing	Pers Property Billed	2012	1,608.75
Lambert's Cable Splicing	Pers Property Billed	2012	1,608.75
Lambert's Cable Splicing	Pers Property Billed	2012	1,901.25
Lambert's Cable Splicing	Pers Property Billed	2012	1,977.50
Lambert's Cable Splicing	Pers Property Billed	2012	2,512.50
Lambert's Cable Splicing	Pers Property Billed	2012	2,680.00
Royal Nails & Day Spa	Pers Property Billed	2012	155.43
Henderson, Marshall T.	Pro-rate	2010	3.86
Variety Wholesale Inc.	Pro-rate	2010	28.97
Bennett, Vera Davis	Correct Situs	2011	29.42
Caloz, Alfred Leon Jr.	Pro-rate	2011	18.30
Caloz, Alfred Leon Jr.	Pro-rate	2011	5.23
Fogg, James Robert	Pro-rate	2011	34.54
Gupton, David Allen	Correct Value	2011	55.57
Henderson YMCA	Non-profit Exempt	2011	19.89
Johnson, Margaret Ann	Correct Situs	2011	89.09
Jones, Tracie Gerber	Pro-rate	2011	3.68
Jordan, Photina Maria	Pro-rate	2011	2.18
Matthews, Sharon R.	Correct Situs	2011	64.76
Matthews, William John	Correct Situs	2011	23.87
Matthews, William John	Correct Situs	2011	14.10
Newcomb, William A.	Pro-rate	2011	56.67
Padgett, Angela Pernel	Pro-rate	2011	15.75
Peace, Cynthia	Pro-rate	2011	21.14
Roberts, Crystal Ann	Reg Vehicle Billed	2011	24.72
Seabrook, Meta Louise	Pro-rate	2011	2.42
Seward, Christina R.	Pro-rate	2011	10.97
Shepard, Tia Rashawn	Pro-rate	2011	3.68
Stainback, Joann	Pro-rate	2011	2.40
Thomas, Robert Lewis	Correct Situs	2011	4.05
Thomas, Robert Lewis	Correct Situs	2011	23.46
Thomas, Robert Lewis	Correct Situs	2011	4.45
Vellejo, Joel Gerardo	Pro-rate	2011	15.46
Watkins, Mark Dewayne	Pro-rate	2011	11.17
Zuniga, Dagoberto R.	Correct Situs	2011	163.27
Total			16,364.21

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Barnett, David	Correct Value	2011	99.51
Hart, Annie Lou	Pro-rate	2010	3.16
Alston, Shareena D.	Pro-rate	2011	1.72
Collins, Bradley Howell	Pro-rate	2011	29.37
Floyd, Michael D.	Pro-rate	2011	2.53
Hermosillo, Rafael G.	Pro-rate	2011	3.27
Hermosillo, Rafael G.	Pro-rate	2011	2.95
Hermosillo, Rafael G.	Pro-rate	2011	16.69
Kessler, Roy	Pro-rate	2011	24.57
McClary, Stephanie A.	Pro-rate	2011	0.51
Swicegood, George D.	Pro-rate	2011	35.51
White, Myrtle Journigan	Pro-rate	2011	1.40
Winstead, George E. Sr.	Pro-rate	2011	8.15
Total			229.34

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Arias, Gabriela	Pers Property Billed	2009	42.79
Arias, Gabriela	Pers Property Billed	2010	42.79
Baskerville, Josephine		2010	(146.25)
Arias, Gabriela	Pers Property Billed	2011	42.79
Whaley Inc. John D./	Rem Solid Waste	2011	2.92
Dunn, Palestina Sabach	Correct Situs	2009	23.75
Dunn, Palestina Sabach	Correct Situs	2009	44.98
Estep, Jarrett Shelton	Pro-rate	2010	3.73
McCrystal, Helen G.	Pro-rate	2010	20.32
Akins-Gregory, Mary E.	Pro-rate	2011	31.24
Ayscue, Eric Franklin	Correct Value	2011	73.94
Ayscue, Raymond Joseph	Pro-rate	2011	20.65
Bakhit, Merzek Abdou	Pro-rate	2011	14.48
Bennett, Vera Davis		2011	(29.42)
Burton, Vergie H.	Pro-rate	2011	9.76
Capital Treasury LLC	Correct Situs	2011	315.96
Cawthorne, William G.	Correct Situs	2011	12.93
Choice Property Associates	Correct Situs	2011	130.51
Cofield, Mary Patricia	Pro-rate	2011	7.05
Grant, Kelvin Anthony	Pro-rate	2011	2.72
Grant, Kelvin Anthony	Pro-rate	2011	3.63
Hargrove, Willie Gene	Pro-rate	2011	14.96
Henderson, Willie	Correct Situs	2011	128.93
Horton, Lucas Blane	Pro-rate	2011	11.04
Hubbard, Robert Lynwood	Pro-rate	2011	70.95
Lake, Vivian Nicole	Pro-rate	2011	15.74
Mendez-Sanchez, Ismael	Pro-rate	2011	2.24
Oleary, Christopher R.	Correct Situs	2011	84.35
Oleary, Robert Thomas	Correct Situs	2011	15.18
Oleary, Robert Thomas	Correct Situs	2011	23.69
Samaan, Tharwat Anis	Reg Vehicle Billed	2011	48.84
Satterwhite, Michael E.	Reg Vehicle Billed	2011	228.32
Starnes, Judy Williams	Correct Situs	2011	15.97
Starnes, Judy Williams	Correct Situs	2011	17.72
Taylor, Pattie Elizabeth	Pro-rate	2011	13.44
Thomas, Anita Hayes	Pro-rate	2011	10.60
Thomas, Susie White	Pro-rate	2011	15.53
Turner, Tanisha Symoan	Pro-rate	2011	29.72
Wheeler, Henry Lee Jr.	Correct Value	2011	17.72
Williams, George Edward	Correct Situs	2011	60.66
Wilson, Antonio M	Reg Vehicle Billed	2011	48.96
Yancey, Vivian Cox	Pro-rate	2011	9.39
Total			1,555.22

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Dudley, Damie Allen	Pro-rate	2010	1.03
Dunston, Carla Terry	Pro-rate	2010	1.10
McKnight, Lashonda R.	Correct Situs	2010	52.82
NII, Athena Demetriades	Correct Value	2010	14.45
Allen, Joseph Jr.	Pro-rate	2011	1.52
Anderson, Marvin M.	Pro-rate	2011	3.12
Coward, Taylor Leigh	Pro-rate	2011	2.55
Dunston, Phyllis Consuella	Pro-rate	2011	14.53
Hermosillo, Rafael G	Pro-rate	2011	0.57
Hermosillo, Rafael G	Pro-rate	2011	9.67
Hilliard, Tom Edward	Pro-rate	2011	10.67
Jefferson, Samuel	Pro-rate	2011	0.65
Jefferson, Samuel	Pro-rate	2011	4.54
Ministries Outreach Crusade Inc.	Pro-rate	2011	2.79
Richardson, James Anthony	Correct Situs	2011	123.26
Seward, Matthew W.	Pro-rate	2011	1.58
Toyota Motor Credit Corp	Pro-rate	2011	18.50
WDT Construction	Pro-rate	2011	13.75
Total			277.10

April 2012

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Cheek Estelle		2011	(60.47)
Dickerson Development		2011	60.47
Dickerson Development		2011	61.41
Perry Willie		2011	-61.41
Short, Eddie S. Mrs.	Foreclosure	2011	108.38
Venegas, Fransco	Pers Property Billed	2011	34.78
West, Benjamine Dale	Pers Property Billed	2011	68.46
West, Benjamine Dale	Pers Property Billed	2011	62.24
AboutFace Skin Care		2012	72.54
B & C Auto Service	Correct Value	2012	21.06
B & C Auto Service	Correct Value	2012	22.81
B & C Auto Service	Correct Value	2012	24.57
B & C Auto Service	Correct Value	2012	25.43
B & C Auto Service	Correct Value	2012	22.11
Ashe, Johnny Wilson	Pro-rate	2011	10.24
Barneycastle, Garrett	Pro-rate	2011	3.69
Bey, Narmir Maluk	Pro-rate	2011	33.75
Cameron, Ashley Marche	Pro-rate	2011	12.90
Cedillos, Karen Terry	Pro-rate	2011	22.81
Champ, Lina Juanita	Pro-rate	2011	7.31
Cousins, Jerry Lee	Correct Situs	2011	15.09
Cousins, Jerry Lee	Correct Situs	2011	34.69
Cousins, Jerry Lee	Correct Situs	2011	27.32
Cousins, Jerry Lee	Correct Situs	2011	14.33
Curran, Eva Check	Pro-rate	2011	34.31
Edwards, Adam Clay	Pro-rate	2011	15.89
Freeding, Goldie Carter	Correct Value	2011	7.31
Gales, Shania Koresha	Pro-rate	2011	18.07
Hargrove, Andrea Dannelle	Pro-rate	2011	7.91
Haywood, Isabelle Rich	Pro-rate	2011	7.51
Jones, Shirley Marie	Pro-rate	2011	6.49
Neal, John Henry	Pro-rate	2011	3.34
Roberson, William Jason	Reg Vehicle Billed	2011	119.40
Tremble, Stanley	Pro-rate	2011	0.95
Total			865.69

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Hilliard, Tom Edward	Pro-rate	2011	0.44
Holden, Leonard Earl	Pro-rate	2011	29.32
McBurrough, Clarissa H.	Pro-rate	2011	1.33
McFarland Jessie Hunt	Pro-rate	2011	3.81
Terry, Annie Alexander	Pro-rate	2011	4.74
Collier, Charles Junior	Pro-rate	2011	2.60
Collier, Charles Junior	Pro-rate	2011	1.03
Total			43.27

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Farmer, Joseph B.	Foreclosure	2005	626.11
Farmer, Joseph B.	Foreclosure	2006	626.11
Danismine Corporation	Foreclosure	2007	1,706.11
Danismine Corporation	Foreclosure	2008	715.19
Danismine Corporation	Foreclosure	2009	8,551.42
Danismine Corporation	Foreclosure	2010	740.48
Pernell Sidney Larry		2010	113.43
W & W Properties		2010	(113.43)
Danismine Corporation	Foreclosure	2011	3,119.80
Danismine Corporation	Foreclosure	2011	119.56
Danismine Corporation	Foreclosure	2011	105.42
Danismine Corporation	Foreclosure	2011	103.96
Danismine Corporation	Foreclosure	2011	102.98
Danismine Corporation	Foreclosure	2011	100.86
Danismine Corporation	Foreclosure	2011	100.50
Danismine Corporation	Foreclosure	2011	37.00
Pernell, Sidney Larry		2011	113.43
W & W Properties		2011	(113.43)
Marshall, Lindy McFall	Pers Property Billed	2012	26.01
Lynch, Alicia Renay	Pro-rate	2010	0.85
Alston, Lizzie Kearney	Pro-rate	2011	6.83
Anderson, Aimee Litita	Correct Value	2011	65.34
Barker-Stewart, Phyllis	Pro-rate	2011	12.69
Baskerville, Bernadine	Pro-rate	2011	10.40
Baskerville, Bernadine	Pro-rate	2011	8.64
Brown, Denise Fay	Pro-rate	2011	6.54
Busby, Bridget Frances	Pro-rate	2011	7.60
Carrington, Jerry Jr.	Pro-rate	2011	3.10
Dunston, Mary Cheek	Pro-rate	2011	2.71
Evans, Taniqua Mechell	Pro-rate	2011	0.86
Geouge, Jennifer Leigh	Pro-rate	2011	6.32
Harris, Cassandra Ann	Pers Property Billed	2011	17.52
Jones, Juana Patricia	Pro-rate	2011	4.56
Jones, Star-Shemah' Sha	Pro-rate	2011	6.26
Joyner, Anne Presnell	Pro-rate	2011	7.08
Joyner, Janda Wontrey	Pro-rate	2011	4.98
Joyner, Janda Wontrey	Pro-rate	2011	2.06
Juengling, Christie O.	Pro-rate	2011	9.83
Lambert, Dennis Wayne	Pro-rate	2011	7.17
Mayfield, Sylvia	Pro-rate	2011	3.64
Miranda, Torres R.	Pro-rate	2011	13.89
Molina, Mario Alberto	Pro-rate	2011	9.63
Rainey, Calvin	Pro-rate	2011	3.48
Ratcliff, Grace L.	Pro-rate	2011	19.35
Richardson, Jamila S.	Pro-rate	2011	4.72
Stone, Clarence Omega	Pro-rate	2011	57.09
Stroud, Stephen Christian	Correct Value	2011	120.43
Terry, Bessie Vemoica	Pro-rate	2011	1.99
Thompson, Robert Calvin	Correct Situs	2011	1.76
Thompson, Robert Calvin	Correct Situs	2011	13.20
Thompson, Robert Calvin	Correct Situs	2011	43.52
Thompson, Robert Calvin	Correct Situs	2011	71.66
Thompson, Robert Calvin	Correct Situs	2011	30.07
Tucker, Christopher S.	Transfer Out	2011	149.17
Valencia, Darrel W.	Pro-rate	2011	14.92
Watson, Owen	Correct Situs	2011	16.61
Williams, William E.	Reg Veh Billed	2011	15.85
Woodard, Christopher L.	Pro-rate	2011	2.05
Wortham, Brenda Sue	Pro-rate	2011	3.08
Wortham, Emma Louise	Correct Value	2011	13.68
Total			17,582.64

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Campbell Stacie Marie	Pro-rate	2011	5.69
De Jesus, Miguel DE J	Pro-rate	2011	23.03
Kirby, Thomas Davis	Pro-rate	2011	15.96
Miranda, Torres R.	Pro-rate	2011	2.22
Molina, Mario Alberto	Pro-rate	2011	6.47
Nelson, Beverly Denise	Pro-rate	2011	4.64
Pegram, Bryant Taylor	Pro-rate	2011	29.38
Rainey, Calvin	Pro-rate	2011	4.50
Smith, Robert Franklin	Pro-rate	2011	10.70
Terry, Angie Denise	Correct Situs	2011	37.85
Total			140.44

Mayor O'Geary than asked for Council's pleasure.

Council Member Kearney moved the approval of *Tax Releases and Refunds from Vance County for the Months of July 2011 through May 2012*. Motion seconded by Council Member Inscoe APPROVED by the following vote: YES: Daye, Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins and Daeke. NO: None. ABSTAIN: None. ABSENT: Davis.

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

City Clerk advised there was one citizen who wished to address City Council on non-agenda item.

Geraldine Champion, 747 Hillside Avenue. Ms. Champion had several concerns that she wanted to bring to Council's attention. First, she expressed a concern regarding her daughter's water bill saying she had \$75 left on her bill from her City address although she was moving to a County address. Ms. Champion said several years ago (3-4) a petition was submitted from citizens in the Flint Hill area (Booth, Hillside and Marshall streets) asking for speed bumps and nothing has been done. Next she expressed concern about the curbs on Hillside saying the grass looks like a forest. She felt that area of the City was being neglected. Lastly, Ms. Champion stated citizens are not receiving the customer service they deserve. Specifically she mentioned placing calls to the City and never receiving return calls. She thanks Council for their time and showed them a photo on her phone of the curb on Hillside.

Mayor O'Geary thanked Ms. Champion for her comments.

REPORTS

- a) Mayor/Mayor Pro-Tem/Chairman Pro-Tem (No Report)
- b) City Manager (No Report)
- c) City Attorney (No Report)
- d) City Clerk McCrackin (No Report)

Before going into Closed Session, Mayor O'Geary asked if there was any other business. With no further discussion, Mayor O'Geary asked if Council was prepared to go into Closed Session and stated there would be no report following the session.

CLOSED SESSION

Council Member Coffey moved for Council to convene in closed session pursuant to G.S. §143-318.11(a)(3) for three (3) Attorney-Client Privilege Matters, one being Pitt vs. City of Henderson, and a Personnel Matter, pursuant to G.S. §143-318.11(a)(6). Motion seconded by Council Member Daye and unanimously approved.

Council Member Rainey moved for Council to convene in open session. Motion seconded by Council Member Daye and unanimously approved.

ADJOURNMENT

Council Member Rainey moved for adjournment. Motion seconded by Council Member Daye and unanimously approved. The meeting adjourned at 8:45 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin, City Clerk

City Council Minutes--DRAFT
Work Session
25 June 2012

PRESENT

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

ABSENT

None.

STAFF PRESENT

City Manager Ray Griffin, City Attorney John Zollicoffer, City Clerk Esther McCrackin, Assistant City Manager Frank Frazier and Finance Director Kathy Brafford.

CALL TO ORDER

The 25 June 2012 Work Session of the Henderson City Council was called to order by Mayor James D. O'Geary at 8:45 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

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

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. No requests were made to adjust the Agenda. Mayor O'Geary asked for the pleasure of Council and it was the consensus of Council to accept the Agenda as presented.

WORK SESSION ITEMS

Beckford Drive Water Main Replacement and Road Repair Project. *(Reference: CM 12-08)*

City Manager Griffin said no recommendation is being presented at this and asked Assistant City Manager Frazier to brief Council on this project.

Mr. Frazier said there have been numerous water line breaks along Beckford Drive in recent years. Over time this road has been widened and elevations changed to meet roadway expansions along Andrews Avenue and when this widening was done, the existing waterline was never relocated and replaced. The line is estimated to have been installed in the 1940's/50's and is a 6" AC pipe. He said this line is now approximately 10 feet below the road and each break damages the road surface significantly. Mr. Frazier said the NCDOT is requiring immediate repair to a damaged area approximately 480 linear foot by 12 feet and explained the process :1) replace the existing 6" AC pipe with 1,620 linear feet of 8" DIP water main with associated appurtenances from Andrews Avenue to Parrish Mill Road; 2) install new services to existing businesses and residences with that section; and 3) remove and replace existing asphalt per DOT standards on Beckford Drive. He said the preliminary estimate for this project is approximately \$180,000 for the water main portion and \$147,300 for the street repair. He said it is obviously important to repair the water main prior to the street repair. Staff is currently reviewing the best methods for this work and that once the plans are complete, informal bids will be sought. Mr. Frazier said he would then bring this back to Council for consideration.

Council Member Kearney asked if this project would tie in with the existing lines. Mr. Frazier said yes.

With no further questions, Mayor O'Geary asked if the Council was prepared to adjourn.

ADJOURNMENT

Council Member Inscoe moved for adjournment. Motion seconded by Council Member Peace-Jenkins and unanimously approved. The meeting adjourned at 8:56 p.m.

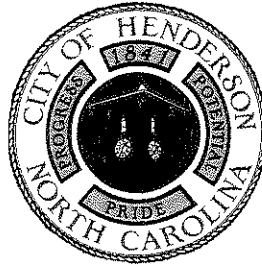
James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin, City Clerk

City Council Action Form

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



Agenda Item: _____

Council Meeting: 09 July 2012 Regular Meeting

3 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-A-66

Consideration of Approval of Ordinance 12-08, An Ordinance Eliminating Distance Restrictions on Electronic Gaming Operations Within Shopping Centers.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Ordinance 12-08 a Zoning Ordinance Text Amendment amending the location requirement for electronic gaming facilities.

Executive Summary:

In the past Electronic Gaming Facilities (Internet Cafés) tended to locate in shopping centers and strip shopping centers. The current 750-foot buffer requirement prohibits café's from some unified business developments. Unified Business Developments have a 50 foot set back from all property lines, require broken or opaque buffering, and landscaping. Enclosed is a copy of section 641B of the Zoning Ordinance relative to Unified Business Developments (UBD) followed by a list of existing UBD.

Ordinance 12-08 would eliminate the distance restrictions within shopping centers, allowing Internet Cafes' to locate within these areas.

Below are responses to Councils concerns and questions at the 25 June 2012 Council Meeting.

1. **Question:** Can more than one internet café business locate in a shopping center

Answer: Yes, however they would still have to comply with:

670B.5 Limits on Operations.

The maximum number of any electronic gaming machines/terminals at any on establishment at which it is the primary use shall be one-hundred (100), or one machine for each 50 square feet of usable floor space, whichever is less. The maximum number of any electronic gaming machines/terminals at any one establishment at which it is the accessory use shall be five (5).

2. **Question:** If there is a church or school in the UBD can, an internet café locate there also?

Answer: Yes

3. **Question:** If there is a residence located within 750 feet of the UBD, can an internet café locate there also?

Answer: Yes

Enclosures:

1. Ordinance 12-08
2. City of Henderson NC Zoning Ordinance Section 670B.1
3. City of Henderson NC Zoning Ordinance Section 641B
4. Table of existing Unified Business Developments

ORDINANCE 12-08

After receiving the recommendation of the Planning Board and after a duly advertised public hearing on the same, Council Member _____ introduced the following Ordinance which was seconded by Council Member _____ and read:

AN ORDINANCE ELIMINATING DISTANCE RESTRICTIONS ON ELECTRONIC GAMING OPERATIONS WITHIN SHOPPING CENTERS

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

Section 1. That the following clause be added to the end of the last sentence of Section 670B.1 of the zoning ordinance:

“; provided however, that there shall be no distance regulations relative to Electronic Gaming Operations located within a Unified Business Development.”

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

The foregoing Ordinance 12-08, upon motion of Council member _____ and seconded by Council Member _____, and having been submitted to a roll call vote and received the following votes and was **APPROVED/DISAPPROVED** on this the ____ day of _____, 2012: 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 4**, p. **.*

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing Ordinance is a true and exact copy of *Ordinance 12-08, An Ordinance Eliminating Distance Restrictions On Electronic Gaming Operations Within Shopping Centers*, adopted by the Henderson, City Council in Regular Session on ** ** 20** (See *Minute Book 4**, p. **). This Ordinance is recorded in *Ordinance Book # 8*, pp. **.

Witness my hand and corporate seal of the City, this ** day of *** 20**.

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

Section 670B. Electronic Gaming Operations.

670B.1. Location.

No electronic gaming operations shall be located within 750 feet of any other electronic gaming operation, nor within 750 hundred feet of any school or church, daycare center, library, public park or within 250 feet of any residential zoning district or residence. Electronic gaming operations are prohibited from being in or as a part of any establishment whose primary use is check cashing or loans, and cannot be located within 50 feet of any room in which "on-premises" alcohol is consumed.

670B.2 Access.

The electronic gaming operation shall front on an arterial or collector road and ingress and egress system will be provided directly to that arterial or collector road.

670B.3 Design.

Any electronic gaming operation shall be located on the ground floor of a building. A sufficient portion of the façade of said building shall be composed of plate glass which shall be of such size and located in such a manner that a clear view of the area (in which all such electronic gaming machines are located within the structure) can be readily obtained from a location outside of the structure which is accessible to the public. Every electronic gaming establishment shall be designed in such a manner that unreasonably loud noises will be prevented from emanating beyond the premises in such a manner that they would disturb nearby uses.

670B.4 Hours of Operation.

No electronic gaming operations shall be permitted between the hours of midnight and 8:00 AM.

670B.5 Limits on Operations.

The maximum number of any electronic gaming machines/terminals at any one establishment at which it is the primary use shall be thirty-five (35), or one machine for each 50 square feet of usable floor space, whichever is less. The maximum number of any electronic gaming machines/terminals at any one establishment at which it is the accessory use shall be five (5).

No one under the age of 21 shall be permitted to receive any cash, merchandise, or other item of value (whether by redemption or otherwise distributed) as the result of the use of any games of chance (or simulated games of chance) on said electronic gaming machines.

670B.6 Security.

The premise shall provide, operate and maintain video cameras throughout the entire premises occupied by the electronic video machines, or shall have a full time security guard present during all hours of operation.

670B.7 Conduct.

No criminal conduct shall be conducted on the premises and the owner shall be responsible for the premises remaining continuously in compliance with all provisions of State Laws and the City Code during the duration of any Zoning Permit issued under this Section 670B.

Section 641B: Unified Business Developments

641B.1 Minimum Dimensions

The minimum lot size for a unified business development shall be greater of two acres in an office- institutional district (O-I and O-IA district); one- half acre in a commercial district (B district) other than the B-1 district; one acre in an industrial district (I district) and no minimum size in the B-1 district.

641B.2 Vegetation

Landscaping shall meet or exceed the standards set out in Section 603A of this ordinance.

641.B.3 Design Standards

Any unified business development will comply with the "minimum Standards of Design" as set out in Article 4 of the Subdivision Regulations of the City of Henderson. Any drives shall be treated as streets or roads for purposes of applying street or road standards other than right-of-way requirements, which may be disregarded.

641B.4 Buffer and Screen (Other than in B-1 District)

All units and other structures shall be set-in or setback a minimum of 50 feet from any adjacent property line. A broken ("B") screen shall be provided between the structures and any adjacent lots not in residential use or in a residential zoning district; a high quasi- opaque ("H") screen shall be provided between any structures and any adjacent lots in residential use or in a residential zoning district.

641B.5 Coverage

Except as provided below, no more than 70% of the tract in any district, except a B-1 District where it shall not exceed 85%, shall be covered in development uses including building, structures, parking, drives and other impervious surfaces. The maximum percentage of coverage in development uses may be increased to as much as 85% of the tract in increments in any district, except the B-1 District where it may be increased to 100%, as follows:

- (a) A developer may receive up to a 5% increase in maximum percentage of coverage in development uses where the permit issuing authority finds that the site plan provides for attractive, formal landscaped area(s). The amount of the increase shall be calculated on the basis that the total square footage of such areas equals or exceed more than ten (10%) percent of the total building floor area proposed.
- (b) A developer may receive up to a 5% increase in maximum percentage of coverage in development uses where the permit issuing authority finds that the site plan provides attractive, spacious pedestrian areas, either inside or

outside the buildings. These areas should include walkways and seating areas. The amount of the increase shall be calculated on the basis that the total square footage of such areas exceed in square feet a factor of ten (10) times the lineal footage of that portion of the building which fronts a public parking area and is designed for access by the general public.

- (c) A developer may receive up to a 10% increase in maximum percentage of coverage in development uses where the permit issuing authority finds that the materials proposed to be used in the buildings or substantial portion thereof are unusually interesting, or of exceptional quality, or, where it finds that the buildings will be designed, arranged or shaped in an interesting or unusual manner.

In order to effectively implement this provision, the developer may submit appropriate information to the permit issuing authority and request a preliminary information to the permit issuing authority and request a preliminary determination of the points allowable prior to submitting a full site plan as required under this ordinance.

641B.6 Access

Any site shall front on an arterial or collector road and ingress and egress to the street system will be provided directly to that arterial or collector, or to a local street within 250 feet of an arterial or collector.

641B.7 Uses

Uses allowable shall include all types of retail (other than auto related retail); restaurants; all types of offices; all types of services; laundries; auto gas sales and repair within a totally enclosed structures; schools and churches (with a special use permit); and all types of recreational uses within a totally enclosed structure.

Existing Unified Business Developments

<u>PIN</u>	<u>Description</u>	<u>Address</u>	<u>Zoning District</u>
0106 02011	Crossroads Shopping Center	W. Adrewe Ave	B2
0097 03012	Crossroads Shopping Center	W. Adrewe Ave	B2
0044 06001	North Plaza Shopping Center	N. Garnett St	B3
0062 01008C	Dabney Shopping Center	Raleigh Rd	B2A
0214 03017	Cardinal Plaza Inc.	E. Andrews Ave	B4
0013 03046	Henderson Mall	Dabney Dr	B3
0046 01008	Roses Shopping Center	N. Garnett St	B3
0058 03001	Vance Square	Raleigh Rd	B4
0012 01026	Marketplace Shopping Center	Beckford Dr	B4
0012 01014	Dabney West Shopping Center	Dabney Dr	B4
0213 03001	Henderson Square	N. Cooper Dr	B2
0033 01001A	Big Lots/Tractor Supply	Dabney Dr	B2A

City Council Action Form

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



Agenda Item: _____

Council Meeting: 09 July Regular Meeting

28 June 12

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

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

RE: CAF: 12-A-74

Consideration of Approval of Resolution 12-51, Authorizing the Assignment of Current Contract with O'Brien & Gere for Engineering Services for Various Projects, Including the Sanitary Sewer Replacement Project, to Municipal Engineering Co. P.A.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 12-51, Authorizing the Assignment of Current Contract with O'Brien & Gere for Engineering Services for Various Projects, Including the Sanitary Sewer Replacement Project, to Municipal Engineering Co. P.A.

Executive Summary:

The City Council approved a contract with O'Brien & Gere approved a contract with O'Brien & Gere to perform the engineering work associated with the Sanitary Sewer Rehab project on 13 June 2011 via Resolution 11-52 (CAF 11-79). The design work and bidding portion of the project was complete and moving on to the award stage, however on 11 June 2012, official notification was received from O'Brien & Gere Engineers, Inc. that they are closing their municipal engineering group in their Raleigh, NC office. They are proposing to assign any outstanding contracts with the City of Henderson to Municipal Engineering Services Co., Inc. with offices in Garner, NC and Boone, NC. Dr. Michael Acquesta, P.E., who was the Project Manager for the Sewer Rehab Project in Henderson, has accepted a position with Municipal

Engineering Services Co., Inc., therefore, there should be no interruption of services, as he is very familiar with the project.

The staff apologizes for not having the proposed assignment ready to go out with the other agenda items, however, there were changes that were needed to protect the City's interest requested by the City Attorney and then time for review and discussion with O'Brien & Gere's Attorney. Once these items were resolved, it was not until the day of the Council meeting that the City received the amended version agreed upon by both parties to present to the Council for consideration.

It is important to note that the contract amount has not changed for any remaining work to be performed on this project.

Enclosures:

1. Resolution 12-51
2. CAF 11-79
3. Resolution 11-52

RESOLUTION 12-51

A RESOLUTION AUTHORIZING THE PROPOSED ASSIGNMENT OF CONTRACTS WITH O'BRIEN & GERE ENGINEERING INC. TO MUNICIPAL ENGINEERING SERVICES CO. INC.

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

WHEREAS, the City of Henderson, through the preparation of appropriate Engineering Documents has established the need for rehabilitation and replacement of specific portions of its sanitary sewer system, *and*

WHEREAS the City Council has received loan funding for this purpose from the NC Department of Environment and Natural Resources, Infrastructure Finance Section; *and*

WHEREAS, the City needed Engineering Services to provide design, construction, administration and oversight of the project; *and*

WHEREAS the City Council authorized the execution of an Engineering Services Contract with O'Brien & Gere for Engineering Services in conjunction with the State Revolving Fund Grant/Loan for the project; *and*

WHEREAS, the City of Henderson received a letter from its consulting engineer notifying the City that they are closing their Municipal Engineering group in the Raleigh NC office; *and*

WHEREAS, O'Brien & Gere is proposing to assign any outstanding contracts to Municipal Engineering Services, Co., Inc., which has offices in Garner NC and Boone NC; *and*

WHEREAS, Dr. Michael S. Acquesta, P.E. has been the Project Manager on the City's O'Brien & Gere projects and has now accepted a position with Municipal Engineering Services, Co. Inc. and would continue to serve as Project Manager.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the assignment of the contract from O'Brien & Gere Engineers, Inc. to Municipal Engineering Services, Co. Inc., said assignment being more fully articulated in *Attachment A* to this Resolution; *and*

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

The foregoing Resolution 12-51, 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. **.*

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made and entered into as of June ____, 2012 (the "Effective Date"), by and between the City of Henderson ("Owner"), O'Brien & Gere Engineers, Inc. ("Assignor"), and Municipal Engineering Services Co, Inc. ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Owner have entered into a certain professional services contract dated September 20, 2010 ("the Contract"), pursuant to which Assignor has agreed to perform certain professional services more particularly described in the Contract, which is attached hereto in Exhibit A and by reference made a part hereof;

WHEREAS, Owner has authorized work under the Contract to be performed by Assignor and Assignor has completed portions of said work;

WHEREAS, said work consists of a construction phase services for the UV Disinfection Construction (Project) more fully described in Exhibit A;

WHEREAS, the professional engineer employed by Assignor and in charge of the Project was responsible for the design of the Project and became an employee of Assignee on June 4, 2012.

WHEREAS, the Owner wishes to have all remaining work under the Contract completed under the continuing direction of the same engineer now employed by Assignee;

WHEREAS, Assignor wishes to accommodate Owner's desire by assigning the Contract to Assignee, and Assignee desires to accept and assume from Assignor, all of the Assignor's right, title and interest remaining in the Contract;

WHEREAS, Owner owes payment to Assignor under the Contract in the amount shown on the invoice attached hereto as Exhibit B and included herein by reference;

WHEREAS, the remaining work to be performed under the Contract and the balance of the contract available for payment to Assignee for such work are set out on the attached Exhibit C;

WHEREAS, Assignee agrees to assume the liabilities and obligations of Assignor under the Contract for the future Work Assignee may perform under the Contract; and

WHEREAS, the parties desire to set forth in writing the terms and conditions of their assignment and assumption,

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties do hereby agree as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's remaining right, title and interest in and to the Contract, including all rights to payments, except as cited herein, for work performed by Assignee under the Contract for said Project after the Effective Date of this Agreement. Assignor hereby warrants and represents to Assignee that it owns and holds, as of the Effective Date hereof, the rights and interests granted to Assignee, and Assignor warrants and represents that it has not heretofore transferred, assigned or

otherwise conveyed its interests therein to any other party. Upon written request, Assignor shall transfer and/or provide, at its own cost and at no cost to Assignee, the original or a true and accurate copy of project files, blueprints, documents, notes and other items and component parts of its files relating to the project assigned, including project documents and items in any electronic form, which are required for completion of the Project, to be delivered to Assignee.

2. Assignee hereby accepts delivery of Assignor's foregoing assignment and hereby assumes and agrees to perform, be bound by and discharge each and every term, covenant, obligation and condition to be done, kept and performed under the Contract for the Work performed by Assignee after the Effective Date.

3. Owner consents to this assignment of the Contract by Assignor and its acceptance by Assignee, and Owner agrees that Assignee shall not be liable for any aspect of the project for work performed or which should have been performed prior to the Effective Date of this agreement unless used or modified by Assignee.

4. Upon payment by Owner to Assignor in the amount due as shown in Exhibit B, the acknowledgement of which shall be made upon Assignor's execution of this Agreement, Assignor warrants that it has received all payments from Owner to which it is legally entitled. Assignor hereby fully and finally waives and releases all remaining rights, including its right to assert mechanics' liens and/or any claims against the property identified in the Contract and fully and finally waives and releases any and all claims against the Owner that it may have or which it may be entitled to assert pursuant to its Contract with the Owner, upon receipt of said payment from the Owner. Assignor warrants that it has fully paid all of its subcontractors, sub-consultants, and suppliers for work performed and materials supplied through the Effective Date, except as provided in Section 5 herein.

5. Assignor shall pay its sub-consultant and sub-contractor billings through the Effective Date.

6. Except as provided in Section 9, Owner hereby releases and discharges Assignor from any and all liabilities, duties, obligations, and responsibilities that Assignor otherwise may owe Owner, or Owner may otherwise be entitled, pursuant to the Contract for any Work performed under the contract from and after the date of this Agreement unless the same is relied upon by Assignee thereafter.

7. Assignor, Assignee, and Owner acknowledge and agree that all payments from the Effective Date forward for Contract work on the Project, except as specified herein, shall be paid by Owner directly to Assignee.

8. As may be requested in writing or required by contract, Assignee shall provide Owner with a Certificate of Insurance indicating that Assignee has obtained all insurance reasonably required by Owner, that, where applicable, Owner has been named as an additional insured on Assignee's policies and that the policies are retroactive covering any occurrences on or after the Effective Date.

9. Exhibit C, attached hereto and incorporated herein by reference, represents the work completed by Assignor and the remaining work (and contract budgeted amount remaining to be paid) to be performed by Assignee. For Contract work completed or partially completed as of the Effective Date, Assignor retains professional responsibility prior to the Effective Date. Assignee shall bear the professional responsibility of Contract work performed thereafter, but not before, the Effective Date.

10. In no event shall Owner be liable to both Assignor and Assignee for the same work such that Owner may be required to pay twice.

11. Except as otherwise set out in this Agreement, Owner, Assignor and Assignee waive any and all rights and claims that they may have against each other, including future claims arising from services performed subsequent to the Effective Date. Except as herein set forth, in no event shall either Owner or Assignee make a claim against Assignor relating to the Contract arising from services performed subsequent to the Effective Date. Conversely, except as herein set forth, in no event shall either Owner or Assignor make a claim against Assignee relating to the Contract arising from services performed or any responsibility under the contract before the Effective Date.

12. Assignor shall be entitled to all rights, defenses and benefits that it would otherwise be entitled pursuant to the Contract in the event a third party claim is made against Assignor based on the Project.

13. Assignee shall hold harmless, indemnify and defend Assignor from and against any and all claims of any nature whatsoever, and from all settlements reached or judgments recovered therefore, together with all expenses incurred in defending such claims, including court costs, attorney's fees, costs of enforcing this provision and other expenses, arising out of the errors, omissions or acts of Assignee, or its sub-consultants, in performance of the Contract, subsequent to the Effective Date.

14. Assignor shall hold harmless, indemnify and defend Assignee from and against any and all claims of any nature whatsoever, and from all settlements reached or judgments recovered therefore, together with all expenses incurred in defending such claims, including court costs, attorney's fees, costs of enforcing this provision and other expenses, arising out of the errors, omissions or acts of Assignor, or its sub-consultants, in performance of the Contract, prior to the Effective Date.

15. The undersigned agree that this Agreement will be deemed to have been drafted jointly and, in the event of a dispute, shall not be construed in favor of or against any party by reason of such party's contribution or that of the attorney for that party, to the drafting of the Agreement.

16. This Agreement shall be construed in accordance with the laws of the State of North Carolina. All parties agree and stipulate that the choice of forum within which to resolve any dispute arising hereunder or with respect to any aspect of the project shall be the Superior Court of Wake County, North Carolina, or the Superior Court of the particular county of North Carolina in which the project is physically located.

17. This Agreement constitutes the entire agreement between the parties with regard to matters covered by this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date hereof.

OWNER:

City of Henderson

By: _____

James D. O'Geary

Title: Mayor

Date: _____

ASSIGNEE:

Municipal Engineering Services Co., PA

By: _____

Jimmy D. Woodie, PE, PLS

Title: President

Date: _____

ASSIGNOR:

O'Brien & Gere Engineers, Inc.

By: _____

Terrance P. Madden, P.E.

Title: Senior Vice President

Date: _____

Exhibit A
Existing Professional Services Agreement

MASTER SERVICES AGREEMENT

for
Professional Engineering and Construction Management Services

between

THE CITY OF HENDERSON, NORTH CAROLINA

and

O'BRIEN & GERE ENGINEERS, INC.

This AGREEMENT made this 14th day of September, 2010, between the City of Henderson, North Carolina, a North Carolina municipal corporation, with offices at 134 Rose Avenue, Henderson, NC 27536 (hereinafter referred to as "OWNER") and O'Brien & Gere Engineers, Inc. a New York corporation, with offices at 5000 Brittonfield Parkway, PO Box 4873, Syracuse, New York 13221-4783 (hereinafter referred to as "OBG"),

WITNESSETH:

WHEREAS, OWNER desires to employ OBG from time to time to furnish Professional Services and Construction Management Services at various OWNER sites and facilities under the terms and conditions of this Agreement; and

WHEREAS, OBG desires to undertake performance of such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1.0 - DEFINITION OF TERMS

The following terms when used throughout this Agreement shall have the meaning ascribed herein unless such meaning is clearly precluded by the context in which the term is used.

1.1 "Agreement" means this Agreement, any items specifically incorporated herein by reference, any written amendments agreed to and executed by both parties, and the Project Specifications, including any Project specific terms on the face of any purchase order or change order.

1.2 "Task Authorization" means an OWNER issued purchase order, change order, notice to proceed, acknowledgment order or instrument of like intent, or OBG's proposal countersigned by OWNER, which describe the services to be performed by OBG at various OWNER sites and facilities (the "Project" or "Projects") pursuant to the terms and conditions of this Agreement.

1.3 "Professional Services", "Engineering Services" and "Engineer Services" mean the professional, technical, design and consulting services and other engineering services, work or tasks to be furnished and performed by OBG, its consultants and subcontractors, pursuant to this Agreement and as specified and/or incorporated in any Task Authorization issued hereunder and designated as Professional Services and/or Engineering Services and/or Engineer Services.

1.4 "Construction Management Services" and "Construction Manager Services" mean the design and construction management and other services, work or tasks to be furnished and performed by OBG, its consultants and subcontractors, pursuant to this Agreement and as specified and/or incorporated in any Task Authorization issued hereunder and designated as Professional Engineering Services, Construction Management Services and/or Construction Manager Services. Construction Management Services shall include Construction Observation Services.

1.5 "Project" shall mean the overall work to be performed, including any Engineering Services and Construction

Management Services to be performed by OBG and others on behalf of OWNER at or in connection with OWNER's facilities.

1.6 "Jobsite" means the OWNER's facility at which a Project is located.

1.7 "Project Specifications" means the information, engineering data, drawings conditions, and specifications, including process and mechanical specifications, describing the services to be conducted for a Project.

1.8 "Work" and "Services" means the Professional Engineering Services and Construction Management Services to be performed or provided by OBG under this Agreement pursuant to Task Authorization issued hereunder.

1.9 "Subcontractor" and "Consultant" mean any third party supplying services under contract to OBG.

1.10 "Written Notice" shall be deemed to have been duly served if delivered in accordance with Section 13.0 of this Agreement.

2.0 - SERVICES BY OBG

2.1 OBG shall, in accordance with and subject to provisions of this Agreement, perform or provide the Services set forth in Task Authorization to be issued by OWNER to OBG hereunder. It is understood that this Agreement is entered into to establish the terms and conditions by which Task Authorization Work will be performed. The scope of Work will be defined or incorporated in each Task Authorization issued.

2.2 Professional Engineering Services shall be performed in accordance with the standard of care prevailing at the time and in the place where such Services are performed. OBG shall correct or re-perform, without additional cost to OWNER, any Professional Engineering Services not performed in accordance with such standard of care.

2.3 Construction Management Services shall be performed diligently in accordance with sound and generally accepted construction practices. OBG shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement and Task Authorizations issued hereunder in an expeditious and economical manner consistent with the interests of OWNER. OBG shall develop from time to time Work schedules which shall be subject to OWNER's approval. OBG agrees to prosecute the Work diligently to meet its estimated completion date set forth in the developed Work schedules.

2.4 The Services performed shall be subject to the time limitations set forth or incorporated in Task Authorizations issued hereunder.

3.0 - SERVICES BY OWNER

3.1 OWNER shall provide or perform the following in connection with the Work, at no cost to OBG, and in a timely manner, so as not to delay the Services of OBG:

3.2 Designate in writing a person to act as OWNER's Representative with respect to the Services to be rendered under a Task Authorization, which Representative shall be reasonably available to meet with OBG on OWNER's behalf;

3.3 Provide such legal services as OWNER may require with regard to legal issues pertaining to the Project including any that may be raised by OBG;

3.4 If requested in writing by OBG, furnish reasonable evidence that sufficient funds are available and committed for the entire cost of a Project;

3.5 Make payments to OBG promptly when they are due as provided herein or as otherwise specifically set forth in the Task Authorization;

3.6 Furnish to OBG all relevant Project related data reasonably available to OWNER as required for the performance of OBG's Services, and the following, unless otherwise provided in the Task Authorization, all of which OBG may use and rely upon in performing the Services:

- a) Environmental assessment and impact statements;
- b) Property, boundary, easement, right-of-way, topographic and utility surveys;
- c) Property descriptions;
- d) Zoning deed and other land use restrictions;
- e) Engineering surveys to establish reference points for design and construction which in OWNER's judgment are necessary to enable OBG to proceed with the Work;
- f) Assistance in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over a Project;
- g) Subsurface data used in preparation of the contract specifications and/or conceptual documents
- h) Review submittals subject to OWNER review; and
- i) Provide information known to or in the possession of OWNER relating to the presence of material and substances at the site which could create a hazardous condition.

4.0 - TERM

4.1 The "Term" of this Agreement shall be from the date of execution of this Agreement until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.

5.0 - PAYMENT FOR PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION MANAGEMENT SERVICES

5.1 OWNER shall compensate OBG for Professional Engineering Services and Construction Management Services as follows:

5.2 BASIC SERVICES. "Basic Services" shall consist of the primary Professional Engineering Services and/or Construction Management Services, work or tasks to be performed by OBG and Subcontractors as described in a Task Authorization. For Basic Services, the compensation to OBG will be the sum stipulated in the Task Authorization or shall be computed based upon the multiples or percentages set forth or incorporated in the Task Authorization.

5.3 PAYMENTS. Payments for Basic Services shall be made monthly, and where applicable, shall be in proportion to Services performed within each phase of service. When compensation for Construction Management Services is based on a percentage of construction cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent Services are performed on those portions prior to the respective deletion of those portions.

5.4 ADDITIONAL SERVICES. Compensation to OBG for Additional Services as defined herein and as specified or incorporated in a Task Authorization, including any Task Authorization change orders, shall be based upon the rates and/or multiples of Direct Personnel Expense for classifications of principals and employees as described in the Task Authorization. Payments on account of Additional Services shall be made monthly upon presentation of OBG's statement of Services rendered or expenses incurred.

5.4.1 "Additional Services" shall mean the Services performed by OBG which are not part of the Basic Services as provided in a Task Authorization, and shall be paid for by OWNER in addition to the compensation for Basic Services. OWNER requested Additional Services shall only be provided by OBG if authorized and confirmed in writing by the OWNER. If Additional Services are required due to circumstances beyond the control of OBG, OBG shall notify the OWNER prior to commencing such services. If the OWNER deems that such services are not required, the OWNER shall give prompt written notice to OBG and OBG shall have no obligation to provide those services.

5.4.2 "Direct Personnel Expense" shall mean the direct salaries of OBG's personnel engaged on a Project and the

portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 REIMBURSABLE EXPENSES. Unless otherwise set forth or incorporated in the Task Authorization, OBG shall be compensated for Reimbursable Expenses as described herein and any other items specified in the Task Authorization to be included as Reimbursable Expenses, in an amount equal to OBG's actual cost plus 5.0%. Payments on account of Reimbursable Expenses shall be made monthly upon presentation of OBG's statement of Services rendered or expenses incurred.

5.5.1 "Reimbursable Expenses" are in addition to compensation for Basic and Additional Services and include expenses incurred by OBG and OBG's employees and Consultants in the interest of a Project. Unless otherwise set forth or incorporated in the Task Authorization, Reimbursable Expenses shall include the reasonable amount of all of the following: expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; fees paid for securing approval of authorities having jurisdiction over the Project; expense of reproductions, postage, express deliveries, electronic facsimile transmission and handling of Drawings, Specifications and other documents; if authorized by OWNER in advance, expense of overtime Work, as required by the specific project, requiring higher than regular rates; and expense of additional insurance coverage or limits requested by OWNER in excess of that normally carried by OBG.

5.6 If the Basic Services covered by the Task Authorization have not been completed in the time specified in the Task Authorization through no fault of OBG and additional costs are incurred as a result, extension of OBG's Services beyond that time shall be compensated as Additional Services or as otherwise agreed in writing by OWNER and OBG.

5.7 Payments are due and payable thirty (30) days from the date of OBG's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1% per month or part thereof until paid.

5.8 OWNER shall have the right to withhold payment of that portion of any invoice while reasonably contested, provided OWNER gives OBG prompt notice of the basis for contesting such amount and a reasonable opportunity to support or correct its invoice.

6.0 - ADDITIONAL COST OR DELAY

6.1 OBG shall not be responsible or liable for delay or additional Project cost resulting from: (1) a lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to OBG; (2) changes, delays or Additional Services not necessitated by the acts or omissions of OBG; (3) unreasonable or repeated delay in response to requests, applications or reviews by OWNER or third parties; or (4) damage to underground utilities or structures not accurately located on plans, maps or figures furnished to OBG.

7.0 - CHANGES IN WORK

7.1 OWNER shall have the right within the general purpose and intent of a Project to change, add or delete items from Services in writing subject only to the agreement of OBG with respect to the effect on cost and schedule. If such changes will result in an increase in the cost of the Work and/or time for performance, OBG shall so notify OWNER and obtain authorization to proceed prior to performing such changes. OBG shall be compensated by OWNER for all such OWNER requested changes at the agreed cost of the changes and all changes in the Work resulting from reasons beyond the control of OBG that result in an increase in the cost of the Work and/or time for performance. OBG shall not be obligated or required to perform any changes in the Work unless authorized by the OWNER in writing.

8.0 - INSURANCE

8.1 Throughout the term of this Agreement, OBG shall maintain insurance in amounts not less than shown:

8.1.1 Workers' Compensation Insurance as required by law.

8.1.2 Employers' Liability Insurance with limits of \$1,000,000.

8.1.3 Comprehensive General Liability Insurance with limits of \$1,000,000.

8.1.4 Automotive Liability Insurance coverage with limits of \$1,000,000.

8.1.5 Excess Liability Insurance coverage with limit of will be of the umbrella form providing an additional \$3,000,000 coverage on General Liability and Automobile Liability.

8.1.6 Professional Liability Insurance coverage with limit of \$1,000,000.

8.2 OBG shall, upon request, furnish OWNER with certificates or other documentary evidence showing that the insurance to be carried by OBG in accordance with Section 8.1 hereof has been obtained. All insurance carried under Section 8.1 shall be endorsed to require the insurer to furnish OBG and OWNER with ten (10) days' written notice prior to the effective date of any cancellation or major modification of insurance. Employers' Liability Insurance and Comprehensive General Liability Insurance shall name the City of Henderson as an additional insured.

9.0 - INDEMNIFICATION AND LIMITS

9.1 To the extent and the proportion not caused by the willful misconduct or negligent acts, errors or omissions of OBG, its directors, officers, employees or its agents, Subcontractors, successors and assigns, OWNER agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with the Project.

9.2 OBG agrees to defend, indemnify and hold harmless OWNER, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of OBG, its directors, officers, employees and its agents, Subcontractors, successors and assigns.

9.3 For purposes of this Section 9.0, "Losses" shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.

9.4 The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages, including, but not limited to, liability or damage resulting from loss of time affecting the Project or loss of time affecting other facilities or property of OWNER, or for loss of profits or products or other financial prejudice. The maximum liability of OBG, its directors, officers, employees and its agents, Subcontractors, successors and assigns, to OWNER pursuant to this Section 9.0 and Section 2.0 shall be \$1,000,000. The rights and remedies set forth in this Agreement are exclusive.

9.5 OWNER acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of OBG in performing Engineering Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the Project and are intended solely for use by OWNER in connection with the Project. Any change or other than agreed upon use of Documents or Results shall be at the sole risk of OWNER. Regardless of when delivered, Documents and Results shall become the property of OWNER upon OBG's receipt of payment. OWNER agrees to defend, indemnify and hold harmless OBG from and against any and all Losses arising from OWNER's direct or indirect use of Documents or Results, other than in connection with the Project.

10.0 - SUBCONTRACTS AND ASSIGNMENTS

10.1 OBG may subcontract any Work, subject to OWNER's approval, which in OBG's opinion may be subcontracted to the advantage of the Project. Said approval by OWNER shall not be unreasonably withheld. Subcontracting any part of the Services under this Agreement or Task Authorization issued hereunder shall not relieve OBG of any of its

obligations with respect thereto.

10.2 Neither party shall assign this Agreement without the prior written consent of other party.

10.3 For purposes of this Agreement and all Services to be provided hereunder, OBG shall be considered an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. OBG shall be solely responsible for complying with all applicable federal, state and local employment, wage, tax and insurance laws and licensing requirements.

11.0 - FORCE MAJEURE

11.1 Neither OBG nor OWNER (except for OWNER's obligation to pay OBG) shall be responsible or liable for any loss, damage, or delay caused by force majeure which is defined as one or more of the following: riot, insurrection, embargo, fire or explosion, the elements, act of God, epidemic, war, vandalism or sabotage, earthquake, flood, civil unrest, strike, boycott, picketing, jurisdictional or other labor disputes, unavailability of labor, act of any governmental official or agency, civil or military, including fuel or material allocations, gas shortage, and gas rationing, unavoidable accident, unusually severe weather, destruction or damage to building, equipment, or material by the elements, nonreceipt of properly ordered materials from suppliers, partial or total interruption or loss or shortage of transportation facilities or suppliers, unlawful act of third parties, or any other cause whether or not similar to the generality of the foregoing which is beyond OBG's or OWNER's reasonable control.

12.0 - CONFIDENTIALITY

12.1 OBG acknowledges the confidential nature of both information to be provided by the OWNER and details of OWNER's Projects and facilities. Accordingly, OBG agrees to retain in confidence all such information and details except for those which:

- a) enter the public domain, or
- b) were known to OBG prior to discussion of the Project with OWNER, or
- c) OBG becomes legally obligated to disclose, or
- d) are relevant to a bona fide legal dispute between OWNER and OBG in an appropriate legal forum.

13.0 - NOTICES

13.1 All notices required under this Agreement shall be in writing and if to OWNER shall be sufficient in all respects if delivered in person or sent by certified mail, return receipt requested, addressed to:

City of Henderson, North Carolina
Attention: James D. O'Geary, Mayor or successors so titled
134 Rose Avenue
PO Box 1434
Henderson, North Carolina 27536

and if to O'Brien & Gere Engineers, Inc. and/or O'Brien & Gere, Inc. of North America, shall be sufficient in all respects if delivered in person or sent by certified mail, return receipt requested, addressed to:

O'Brien & Gere Engineers, Inc.
5000 Brittonfield Parkway
P.O. Box 4873
Syracuse, New York 13221
Attn: Terry Brown, PE, Chief Executive Officer

13.2 Either party may change person(s) and/or address(es) to which notice shall be given by giving the other party

written notice of such change.

14.0 - TERMINATION

14.1 Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice. Termination by either party for cause based on breach or default under this Agreement shall be effective upon the other party's failure to cure its breach or default within ten (10) business days of receiving notice stating the specific basis for termination. In the event this Agreement is terminated by either party, OWNER shall pay for Services performed and costs reasonably incurred by OBG, its agents and Subcontractors prior to the effective date of termination. As soon as reasonably practical after receiving notice of termination from OWNER, OBG shall cease initiation of further Services and limit its efforts to collecting, preserving and documenting Services previously commenced.

14.2 Failure of the OWNER to make payments to OBG in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

15.0 - SUSPENSION OF SERVICES

15.1 OWNER shall have the right to suspend all or part of the Services, provided, OWNER gives OBG at least seven (7) days' written notice of the dates each suspension is to begin and end. In the event OWNER suspends Services for period(s) totaling more than ninety (90) days, OWNER agrees to pay reasonable costs incurred by OBG in (1) preserving and documenting Services performed or in progress, and (2) demobilizing and remobilizing Services.

15.2 In the event OWNER does not make timely payment of the invoiced amounts as provided herein, OBG shall have the right, upon thirty (30) days' written notice, to suspend performance of all or part of the Services until (1) all past due amounts are paid, and (2) OWNER provides OBG satisfactory assurance of prompt future payment, and OBG shall have no liability to OWNER for delay or damage caused to the OWNER because of such suspension of Services. The foregoing is in addition to all other rights and remedies OBG may have at law or in equity.

16.0 - COMPLIANCE WITH LAW

16.1 OBG shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations and codes applicable to the Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, OBG shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability or national origin.

16.2 OWNER shall bear the cost of any material change in or addition to Services resulting from a change in law or interpretation effective after the date of this Agreement.

17.0 - MISCELLANEOUS PROVISIONS

17.1 The headings of Sections or Articles to this Agreement are used merely for convenience and reference and in no way define, limit or describe the scope or intent of the Agreement or any of its provisions.

17.2 This Agreement constitutes the entire agreement between the parties. This Agreement shall not be modified or replaced, in whole or in part, except by written amendment. The scope of Services and the basis of fee for each Project shall be set forth in each Letter of Authorization issued hereunder.

17.3 If any one or more of the provisions of this Agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected thereby provided that the invalid, illegal or unenforceable provision shall be replaced by the parties by another provision with a similar economic result.

17.4 The failure of either party to enforce at any time any provision of this Agreement shall in no way be construed

as a waiver of such provision nor in any way affect the validity of the Agreement or any part thereof, nor the right of any party to thereafter enforce each and every provision hereof. No waiver of any breach of the Agreement or any provision thereof shall constitute a waiver of any other or subsequent breach of the Agreement or any provision thereof.

17.5 The parties hereto agree that the Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

18.0 - ACCEPTANCE OF AGREEMENT

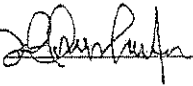
18.1 The effective date of this Agreement shall be the day and year first above written.

18.2 This Agreement is executed in duplicate copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

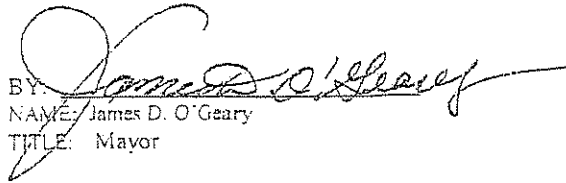
CITY OF HENDERSON, NORTH CAROLINA

WITNESS:



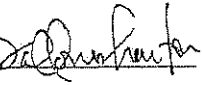
BY:

NAME: James D. O'Geary
TITLE: Mayor



O'BRIEN & GERE ENGINEERS, INC.

WITNESS:



BY:

Robert Bell, PE
Vice President

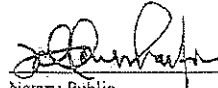


TALLON JAYE WHARTON
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2014
Registration No. 7340537

O'BRIEN & GERE ENGINEERS, INC.

On this 17 day of Sept., 2010 before me personally appeared Robert Bell, known to me and who declared that he is a Vice President of O'Brien & Gere Engineers, Inc., the party in behalf of which he/she executed the foregoing instrument.

Notary Public



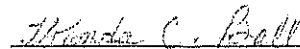
My commission expires 3-31-2014

Notary Seal/Stamp:

OWNER

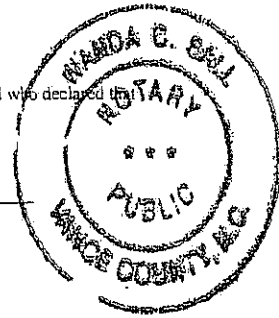
On this 17 day of Sept., 2010 before me personally appeared James D. O'Geary, known to me and who declared that he is the Mayor of the City of Henderson, the party on behalf of which he executed the foregoing instrument.

Notary Public

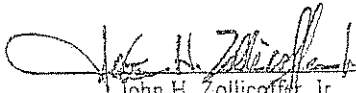


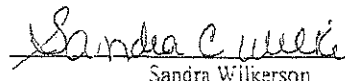
My commission expires 3-6-2012

Notary Seal/Stamp:



Approved as to Legal Form:


John H. Zollicoffer, Jr.
City Attorney for the City of Henderson


Sandra Wilkerson
Finance Director, City of Henderson



O'BRIEN & GERE

www.obg.com

September 9, 2010

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

Subject: Engineering Services
UV Disinfection Construction Project

Dear Mr. Frazier:

O'Brien & Gere Engineers, Inc. is pleased to provide herewith our Engineering Services Proposal for the Construction Management and Resident Inspection work associated with the UV Disinfection Project at the Henderson Water Reclamation Facility.

I will be the Project Manager and will provide Construction Management and Grant Management services. Construction Management services includes:

- Preparation of construction contracts after contract award
- Convene and facilitate Pre-Construction Conference
- Review, approve or require re-submittal of shop drawings
- Convene and facilitate on-site monthly progress meetings
- Project Manager weekly on-site inspection
- Review of progress payments by contractor
- Preparation of contract change orders, if any
- Assist in the preparation of grant reimbursement documents and reports
- Respond to contractor Requests for Information
- Attendance at start-up
- Prepare project close-out documents
- Prepare Final As-Built Drawings

Resident Inspection services include:

- Daily full-time on-site inspection of the construction
- Preparation of daily logs regarding contractor's on-site presence and progress
- Communication with the City of Henderson regarding post-construction operational details of new UV
- Communication with the City of Henderson regarding construction sequence needs
- Communication with the Progress Manager, as needed, to work through potential changes
- Attendance at monthly progress meetings
- Attendance at start-up
- Attendance at final project close-out
- Maintain and Update As-Built Drawings

O'Brien & Gere Engineers, Inc. proposes to provide these services at our regular hourly rates for a not-to-exceed fee of \$99,360.00 for a construction period not-to-exceed 150 consecutive calendar days from the date of Notice to Proceed issued to the contractor. This ceiling will not be exceeded without the expressed consent of the City of Henderson. 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.

A list of the Construction Administration hours, labor rates and expense costs is attached. A list of the Construction Observation hours, labor rate and expense costs is attached. A list of CADD Tech (As-Built Drawings) hours and labor rate is attached. A list of Office Administration (construction contract preparation) hours and labor rate is attached.

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.

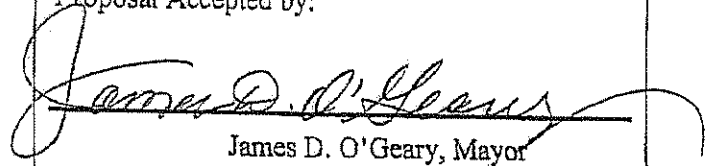
Please do not hesitate to contact me if you have any questions.

Very truly yours,



Michael S. Acquesta, PE, PhD
Project Manager

Proposal Accepted by:


James D. O'Geary, Mayor

Date: Sept. 20, 10

Labor Hours and Rates:

Employee	Expected Labor Hours	Hourly Labor Rate
Project Manager	240	\$185.00
CADD Tech (As-Builts)	64	\$85.00
Office Administration	16	\$95.00
Resident Inspector	600	\$70.00
Periodic Inspector	80	\$75.00

Project Manager: Michael S. Acquesta, PE, PhD
Resident Inspector: Tom Holland (resume attached)

Exhibit B
Invoice for Services
Amount owed is \$0

City of Henderson

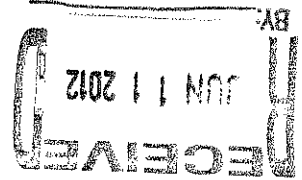
Exhibit C

Services Completed by Assignor and to be Performed by Assignee

Assignor – Construction Management and Resident Inspection services

Assignee – Preparation of final as-built drawings.

- Amount remaining and to be assigned: **\$1,800.00**



June 8, 2012

Mr. Frank Frazier
Assistant City Manager
City of Henderson
134 Rose Avenue
Henderson, NC 27536

RE: O'Brien & Gere NC Municipal Group - Assignments of Current Contracts
FILE: 48059 -City of Henderson

Dear Mr. Frazier:

O'Brien & Gere Engineers, Inc. is closing its municipal engineering group in the Raleigh, NC Office. As of a specific date this month, the employees in that group will no longer be working with O'Brien & Gere. That includes Dr. Michael S. Acquesta, PE who has been the Project Manager on your O'Brien & Gere projects. Dr. Acquesta has accepted a position with Municipal Engineering Services Co., Inc. which has offices in Garner, NC and Boone, NC.

O'Brien & Gere would prefer if the services provided were not interrupted so we propose to assign our contracts with you to Municipal Engineering Services Co., Inc. Attached please find a copy of the proposed Assignment Agreement for your review. If acceptable please execute and return original copy to the undersigned.

Please let me know if you have any questions. I would be pleased to meet with you to discuss each project and its assignment.

Very truly yours,

O'BRIEN & GERE

Terrance P. Madden, P.E.
Senior Vice President

Attachments

cc: Jimmy Woodie, P.E., PLS - Municipal Engineering Services Co., PA

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made and entered into as of June ____, 2012 (the "Effective Date"), by and between the City of Henderson ("Owner"), O'Brien & Gere Engineers, Inc. ("Assignor"), and Municipal Engineering Services Co, Inc. ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Owner have entered into a certain professional services contract dated July 11, 2011 ("the Contract"), pursuant to which Assignor has agreed to perform certain professional services more particularly described in the Contract, which is attached hereto in Exhibit A and by reference made a part hereof;

WHEREAS, Owner has authorized work under the Contract to be performed by Assignor and Assignor has completed portions of said work;

WHEREAS, said work consists of design, permitting, bidding, funding administration and construction phase services for the Sanitary Sewer Replacement (Project) more fully described in Exhibit A;

WHEREAS, the professional engineer employed by Assignor and in charge of the Project was responsible for the design of the Project and became an employee of Assignee on June 4, 2012.

WHEREAS, the Owner wishes to have all remaining work under the Contract completed under the continuing direction of the same engineer now employed by Assignee;

WHEREAS, Assignor wishes to accommodate Owner's desire by assigning the Contract to Assignee, and Assignee desires to accept and assume from Assignor, all of the Assignor's right, title and interest remaining in the Contract;

WHEREAS, Owner owes payment to Assignor under the Contract in the amount shown on the invoice attached hereto as Exhibit B and included herein by reference;

WHEREAS, the remaining work to be performed under the Contract and the balance of the contract available for payment to Assignee for such work are set out on the attached Exhibit C;

WHEREAS, Assignee agrees to assume the liabilities and obligations of Assignor under the Contract for the future Work Assignee may perform under the Contract; and

WHEREAS, the parties desire to set forth in writing the terms and conditions of their assignment and assumption,

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties do hereby agree as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's remaining right, title and interest in and to the Contract, including all rights to payments, except as cited herein, for work performed by Assignee under the Contract for said Project after the Effective Date of this Agreement. Assignor hereby warrants and represents to Assignee that it owns and holds, as of the Effective Date hereof, the rights and interests granted to Assignee,

and Assignor warrants and represents that it has not heretofore transferred, assigned or otherwise conveyed its interests therein to any other party. Upon written request, Assignor shall transfer and/or provide, at its own cost and at no cost to Assignee, the original or a true and accurate copy of project files, blueprints, documents, notes and other items and component parts of its files relating to the project assigned, including project documents and items in any electronic form, which are required for completion of the Project, to be delivered to Assignee.

2. Assignee hereby accepts delivery of Assignor's foregoing assignment and hereby assumes and agrees to perform, be bound by and discharge each and every term, covenant, obligation and condition to be done, kept and performed under the Contract for the Work performed by Assignee after the Effective Date.

3. Owner consents to this assignment of the Contract by Assignor and its acceptance by Assignee, and Owner agrees that Assignee shall not be liable for any aspect of the project for work performed or which should have been performed prior to the Effective Date of this agreement.

4. Upon payment by Owner to Assignor in the amount due as shown in Exhibit B, the acknowledgement of which shall be made upon Assignor's execution of this Agreement, Assignor warrants that it has received all payments from Owner to which it is legally entitled. Assignor hereby fully and finally waives and releases all remaining rights, including its right to assert mechanics' liens and/or any claims against the property identified in the Contract and fully and finally waives and releases any and all claims against the Owner that it may have or which it may be entitled to assert pursuant to its Contract with the Owner, upon receipt of said payment from the Owner. Assignor warrants that it has fully paid all of its subcontractors, sub-consultants, and suppliers for work performed and materials supplied through the Effective Date, except as provided in Section 5 herein.

5. Assignor shall pay its sub-consultant and sub-contractor billings through the Effective Date.

6. Except as provided in Section 9, Owner hereby releases and discharges Assignor from any and all liabilities, duties, obligations, and responsibilities that Assignor otherwise may owe Owner, or Owner may otherwise be entitled, pursuant to the Contract for any Work performed under the contract from and after the date of this Agreement.

7. Assignor, Assignee, and Owner acknowledge and agree that all payments from the Effective Date forward for Contract work on the Project, except as specified herein, shall be paid by Owner directly to Assignee.

8. As may be requested in writing or required by contract, Assignee shall provide Owner with a Certificate of Insurance indicating that Assignee has obtained all insurance reasonably required by Owner, that, where applicable, Owner has been named as an additional insured on Assignee's policies and that the policies are retroactive covering any occurrences on or after the Effective Date.

9. Exhibit C, attached hereto and incorporated herein by reference, represents the work completed by Assignor and the remaining work (and contract budgeted amount remaining to be paid) to be performed by Assignee. For Contract work completed or partially completed as of the Effective Date, Assignor retains professional responsibility prior to the Effective Date. Assignee shall bear the professional responsibility of Contract work performed thereafter, but not before, the Effective Date.

10. In no event shall Owner be liable to both Assignor and Assignee for the same work such that Owner may be required to pay twice.

11. Except as otherwise set out in this Agreement, Owner, Assignor and Assignee waive any and all rights and claims that they may have against each other, including future claims arising from services performed subsequent to the Effective Date. In no event shall either Owner or Assignee make a claim against Assignor relating to the Contract arising from services performed subsequent to the Effective Date. Conversely, in no event shall either Owner or Assignor make a claim against Assignee relating to the Contract arising from services performed or any responsibility under the contract before the Effective Date.

12. Assignor shall be entitled to all rights, defenses and benefits that it would otherwise be entitled pursuant to the Contract in the event a third party claim is made against Assignor based on the Project.

13. Assignee shall hold harmless, indemnify and defend Assignor from and against any and all claims of any nature whatsoever, and from all settlements reached or judgments recovered therefore, together with all expenses incurred in defending such claims, including court costs, attorney's fees, costs of enforcing this provision and other expenses, arising out of the errors, omissions or acts of Assignee, or its sub-consultants, in performance of the Contract, subsequent to the Effective Date.

14. Assignor shall hold harmless, indemnify and defend Assignee from and against any and all claims of any nature whatsoever, and from all settlements reached or judgments recovered therefore, together with all expenses incurred in defending such claims, including court costs, attorney's fees, costs of enforcing this provision and other expenses, arising out of the errors, omissions or acts of Assignor, or its sub-consultants, in performance of the Contract, prior to the Effective Date.

15. The undersigned agree that this Agreement will be deemed to have been drafted jointly and, in the event of a dispute, shall not be construed in favor of or against any party by reason of such party's contribution or that of the attorney for that party, to the drafting of the Agreement.

16. This Agreement shall be construed in accordance with the laws of the State of North Carolina. All parties agree and stipulate that the choice of forum within which to resolve any dispute arising hereunder or with respect to any aspect of the project shall be the Superior Court of Wake County, North Carolina, or the Superior Court of the particular county of North Carolina in which the project is physically located.

17. This Agreement constitutes the entire agreement between the parties with regard to matters covered by this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date hereof.

OWNER:

City of Henderson

By: _____
Frank Frazier

Title: Assistant City Manager

Date: _____

ASSIGNEE

Municipal Engineering Services Co., PA

By: _____
Jimmy D. Woodie, PE, PLS

Title: President

Date: _____

ASSIGNOR:

O'Brien & Gere Engineers, Inc.

By: _____
Terrance P. Madden, P.E.

Title: Senior Vice President

Date: _____

Exhibit A
Existing Professional Services Agreement



November 14, 2010

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

Re: Sanitary Sewer Replacement
Engineering Services Proposal

Dear Mr. Frazier:

O'Brien & Gere Engineers, Inc. (O'Brien & Gere) is pleased to provide the City of Henderson with this proposal for engineering services for the SRF Funded Sanitary Sewer Replacement Project.

PROJECT UNDERSTANDING

Michael S. Acquesta, PE, PhD will be the Project Manager. The scope of this project will consist of several tasks as follows:

1. Field Survey, Design, Permitting and Bidding of the Project
2. Asset Management Plan
3. Construction Administration/Construction Observation
4. Funding Administration

Task 1 – Field Survey, Design, Permitting and Bidding

The following project scope, as outlined in the approved Preliminary Engineering Report, will be surveyed, designed, permitted and bid:

7000 LF	8" Sewer Replacement
34 EA	Manhole Replacement

This scope may change depending upon the specific sewer lines and manholes chosen by the City of Henderson to be replaced.

Field survey of the sewer lines is required and will be performed by O'Brien & Gere as a component of the engineering design scope of work. The survey information will be turned over to the Project Manager who will then proceed with the preparation of the construction drawings and specifications, incorporating the design aspects of the sewer replacement work. The completed drawings and specifications will be submitted to the NC Division of Water Quality, Construction Grants and Loans Section for review and issuance of the required permits. If any of the sewer replacement work is to

Mr. Frank Frazier
May 4, 2011
Page 2

take place along NC DOT rights-of-way, the necessary encroachment agreements will be prepared and submitted to NC DOT for approval. The Division of Land Quality Sedimentation and Erosion Control permits will also be acquired. It is expected that no new sewer line easements will be required for this work since the proposed sewer replacement work will be performed on existing sewer lines.

Upon issuance of all required permits and encroachments, the project will be let for receipt of public bids. O'Brien & Gere will issue plans and specifications to prospective bidders and the Project Manager will handle the bid opening. After receipt of bids, the Project Manager will review the bids and make a recommendation to the City Council for award of the construction contract to the lowest priced responsive, responsible bidder.

Task 2 – Asset Management Plan

O'Brien & Gere will prepare the required Asset Management Plan for the City of Henderson. The City's current Capital Improvement Plan, water system maps, sewer system maps, lists of existing assets will be provided by the City to O'Brien & Gere. The NC Division of Water Quality, Construction Grants and Loans and the EPA Asset Management Plan guidelines will be used for the preparation of this document. The final plan will be submitted to the NC DWQ CG&L Section for review and approval. It is expected that the Asset Management Plan will be prepared at the same time as the design work is undertaken.

Task 3 – Construction Administration/Construction Observation

Upon award of a construction contract, O'Brien & Gere will prepare the construction contract between the City and the successful bidder.

After contract award, O'Brien & Gere will schedule and conduct the preconstruction conference. Parties whose presence will be required or who desire to be present at this conference will be contacted to provide comprehensive participation and review of requirements. During the preconstruction conference and subsequent meetings with the contractor(s), O'Brien & Gere will represent the City, if requested, and provide the vehicle by which the City puts forth its wishes, requirements, requests, and demands.

Upon establishment of the project budget, project schedules and quality requirements by the contractor(s), O'Brien & Gere will review these documents and offer suggestions, advice or recommendations to the City for cash flow during the project. Throughout the construction phase, the City will be kept informed regarding non-attainment of target dates per the project schedule. Through regular visits to the site by the Project Manager, O'Brien & Gere will maintain thorough knowledge of the construction proceedings. If changes or modifications are needed, as determined through this monitoring, O'Brien & Gere will review said changes and provide the City with specific explanations as to why the changes are needed or are desirable, and how they will affect the overall final project, as well as the rest of the construction phase.

O'Brien & Gere will receive, review, approve or disapprove, and return shop drawings. Approval will be based on the contract documents and in accordance with the requirements thereof. A specific shop drawing file will be maintained containing submitted shop drawings, review comments and correspondence with contractors regarding the shop drawings. A copy of reviewed shop drawings will be sent to the construction inspector, the City and the Contractor.

Mr. Frank Frazier
May 4, 2011
Page 3

During construction, O'Brien & Gere will process progress payment requests, change orders, if any, retainage reduction requests, and maintain separate files for each. Change orders will be reviewed as to claims for additional costs, contract time extensions by contractors, the use of alternative equipment or other changes. Recommendations and justification for each change order will be provided.

Periodic Construction Observation will be provided by trained O'Brien & Gere pipeline construction personnel. It is expected that this inspection will be provided for approximately 3 to 4 days per week, potentially more during construction start-up and during times of more difficult construction activity such as roadway bores, resolution of conflicts with other existing utilities, and during construction in high traffic areas.

In addition to the preconstruction conference, periodic progress meetings will be conducted to review construction schedules and resolve problems, if any. The Project Engineer will conduct construction observation visits of his own to ascertain contractor progress. The O'Brien & Gere Project Manager will assess construction progress at the substantial completion point and final completion point. Punch lists will be established noting incomplete construction or installation and provided to the contractors for completion of the construction or installation of the punch list items. Certificates of Substantial and Final Completion will be issued by the Project Manager when he and the City are satisfied with the work.

Upon completion of construction, O'Brien & Gere will provide one paper copy and one electronic version of the Record Drawings on CD. The drawings will indicate changes, which occurred during construction as well as the final facilities.

O'Brien & Gere, through the Project Manager, will submit, at least monthly, reports to the City describing the project status, noting any specific problems which have arisen and how they were resolved, and other pertinent information regarding the project. O'Brien & Gere will maintain the following files, records and documentation:

- | | |
|-------------------------|---------------------------|
| ▪ Project Files | ▪ Shop Drawing File |
| ▪ Change Order File | ▪ Reports File |
| ▪ Correspondence File | ▪ Grant File |
| ▪ Payment Estimate File | ▪ Other Files as Required |

O'Brien & Gere maintains these files for all construction projects and has found them to be sufficient to provide information necessary to handle situations which may arise during and after construction.

Task 4 – Funding Administration

The Project Manager will assist the City in the preparation of reimbursement requests, quarterly reports and final report for the SRF funding on the project.

PROJECT SCHEDULE

O'Brien & Gere proposes to follow the schedule established by the NC Construction Grants and Loans Section as set forth in the City's Notification of Intent to Fund letter and as noted in the following table.

Milestone	Date
Plans and Specifications Submittal	December 1, 2011
Plans & Specifications Permit Approval	March 1, 2012
Project Bidding and Submit Part B to CG&L	June 1, 2012
Submit Asset Management Plan	June 1, 2012
Execute Construction Contracts	July 2, 2012
Construction Start	September 1, 2012
Construction Completion	August 31, 2013

FEE AND TERMS

O'Brien & Gere's proposal for all services is proposed to be in accordance with the following breakdown. This breakdown is in accordance with the SRF Funding Application.

Task	Fee Amount	Fee Type
Design, Asset Mgmt Plan, Funding Admin	\$61,000	Lump Sum
• Field Survey		
• Design		
• Permitting		
• Bidding		
• Asset Management Plan		
• Funding Administration		
Construction Administration	\$23,000	Lump Sum
Construction Observation	\$65,000	Hourly Rate

O'Brien & Gere will invoice the City monthly on the basis of the percent of Services completed for each lump sum task and on the basis of actual work hours for the Construction Observation Services. The hourly rate noted below for the Project Inspector includes all expenses.

Additional Services: For any other tasks related to this project that the City may direct O'Brien & Gere to perform but which are not included in the present Scope of Services, the fee may be as established by the attached current standard rate schedule for labor, which includes all expenses. If during the execution of this work additional labor or expenses are identified as required to meet the objectives, O'Brien & Gere will inform City of Henderson of these efforts and their estimated costs before initiating such efforts.

Mr. Frank Frazier
May 4, 2011
Page 5

Terms and Conditions: O'Brien & Gere's services will be provided in accordance with the Master Services Agreement between the City of Henderson and O'Brien & Gere, which together with this proposal constitute the "letter agreement." Countersignature and return of one original of this letter agreement will signify acceptance by the City of Henderson. The date of construction Notice to Proceed will be issued by the City of Henderson and will be dependent upon concurrence of the NC Local Government Commission for the City to issue new debt.

We appreciate this opportunity to provide services to the City of Henderson. Should you have questions or concerns regarding this proposal, please contact me at (919) 783-7777.

Respectfully yours,

O'BRIEN & GERE ENGINEERS, INC.

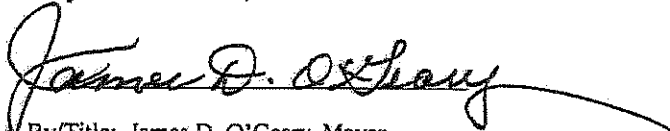


Michael S. Acquesta, P.E.
Senior Managing Engineer

ACCEPTANCE

Date 7.11.11

City of Henderson, North Carolina



By/Title: James D. O'Geary, Mayor

Project No. 48059

Exhibit B
Invoice for Services
Amount owed is \$7,986.00

City of Henderson

Exhibit C

Services Completed by Assignor and to be Performed by Assignee

Assignor – Field Survey, Design, Permitting and Bidding services, preparation of an Asset Management Plan

Assignee – Construction Administration and Construction Observation services.

- Amount remaining and to be assigned: **\$87,960.00**

City Council Action Form

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



Agenda Item: _____

Council Meeting: 13 June 11 Regular Meeting

13 May 2011

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

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

RE: CAF: 11—79

Consideration of Approval of Resolution 11—52, Authorizing the Execution of an Engineering Services Contract with O'Brien & Gere for Engineering Services in Conjunction with a State Revolving Fund Grant/Loan for a Sewer Rehabilitation Project.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 11—52, Authorizing the Execution of an Engineering Services Contract with O'Brien & Gere for Engineering Services in Conjunction with a State Revolving Fund Grant/Loan for a Sewer Rehabilitation Project.

Executive Summary

The City Council approved Resolution 10—107 at the 25 October 2010 Council Meeting, accepting the State Revolving Fund Grant/Loan for a Sanitary Sewer Rehabilitation Project in the amount of \$1,000,000 with \$500,000 being principal forgiveness. The City Council also approved Resolution 10-117 to release O'Brien & Gere to perform the Preliminary Engineering Report due to the State back in January 2011.

The next milestone for the project is the completion and submission of Engineering Design Plans and Specifications, due 1 December 2011. Per the request of the City Council, the City Staff further negotiated with O'Brien & Gere and was successful in bringing the engineering fee down from \$166,060 to \$149,000, a savings of \$17,060. For clarification, \$65,000 is for construction observation and will only be billed for the hours worked. In addition, the hourly rate provided for the Resident Inspector includes all reimbursements for the project, including postage, miles, meals, etc.

Based on the reduction of cost, it is recommended that O'Brien & Gere be approved for the engineering contract for the City's Sewer Rehabilitation Project.

Enclosures:

1. Resolution 11—52
2. Resolution 10-107
3. Resolution 10-117

RESOLUTION 11—52

A RESOLUTION AUTHORIZING AN ENGINEERING SERVICES CONTRACT WITH O'BRIEN & GERE

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

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

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

WHEREAS, the City of Henderson (City) performed a sewer survey analysis that identified and prioritized the need for the repair and replacement of various mains within the wastewater collection system and formulated a project described as *The Sanitary Sewer Rehabilitation Project*, the **Project**, to assist the City in the control of infiltration and inflow; *and*

WHEREAS, the Council authorized City Administration to submit a grant application on 23 August 2010 via Resolution 10—83, and approved acceptance of the State Revolving Fund Grant/Loan on 25 October 2010 via Resolution 10—107; *and*

WHEREAS, a Masters Services Agreement was executed on 13 September 2010 with O'Brien & Gere; *and*

WHEREAS, O'Brien & Gere is familiar with the scope of work to be performed as well as the appropriate documentation and procedures necessary to successfully complete the services needed for this project; *and*

WHEREAS, O'Brien & Gere was approved by the City Council through Resolution 10-117 to submit a Preliminary Engineering Report, which was successfully completed; *and*

WHEREAS, during negotiations with O'Brien & Gere, the engineering service fee was reduced by \$17,060.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Henderson, North Carolina that it does hereby authorize the execution of an Engineering Services Contract with O'Brien & Gere in the amount of \$149,000, being more fully articulated in *Attachment No. 1 to this Resolution*; *and*

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the grant award and other applicable documents as necessary to this contract approval; *and*

The foregoing Resolution 11—52, upon motion of Council Member _____ and second by Council Member _____, and having been submitted to a roll call vote received the following votes and was _____ on this the ____ day of ____ 2011: YES: . NO .
ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

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

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



November 14, 2010

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

Re: Sanitary Sewer Replacement
Engineering Services Proposal

Dear Mr. Frazier:

O'Brien & Gere Engineers, Inc. (O'Brien & Gere) is pleased to provide the City of Henderson with this proposal for engineering services for the SRF Funded Sanitary Sewer Replacement Project.

PROJECT UNDERSTANDING

Michael S. Acquesta, PE, PhD will be the Project Manager. The scope of this project will consist of several tasks as follows:

1. Field Survey, Design, Permitting and Bidding of the Project
2. Asset Management Plan
3. Construction Administration/Construction Observation
4. Funding Administration

Task 1 – Field Survey, Design, Permitting and Bidding

The following project scope, as outlined in the approved Preliminary Engineering Report, will be surveyed, designed, permitted and bid:

7000 LF	8" Sewer Replacement
34 EA	Manhole Replacement

This scope may change depending upon the specific sewer lines and manholes chosen by the City of Henderson to be replaced.

Field survey of the sewer lines is required and will be performed by O'Brien & Gere as a component of the engineering design scope of work. The survey information will be turned over to the Project Manager who will then proceed with the preparation of the construction drawings and specifications, incorporating the design aspects of the sewer replacement work. The completed drawings and specifications will be submitted to the NC Division of Water Quality, Construction Grants and Loans Section for review and issuance of the required permits. If any of the sewer replacement work is to

2610 Wyldiff Road / Suite 104, Raleigh, NC 27607
(919) 783-7777 / FAX (919) 783-0757 • <http://www.obg.com>

...with offices in 26 major metropolitan areas and growing.

Mr. Frank Frazier
May 4, 2011
Page 2

take place along NC DOT rights-of-way, the necessary encroachment agreements will be prepared and submitted to NC DOT for approval. The Division of Land Quality Sedimentation and Erosion Control permits will also be acquired. It is expected that no new sewer line easements will be required for this work since the proposed sewer replacement work will be performed on existing sewer lines.

Upon issuance of all required permits and encroachments, the project will be let for receipt of public bids. O'Brien & Gere will issue plans and specifications to prospective bidders and the Project Manager will handle the bid opening. After receipt of bids, the Project Manager will review the bids and make a recommendation to the City Council for award of the construction contract to the lowest priced responsive, responsible bidder.

Task 2 – Asset Management Plan

O'Brien & Gere will prepare the required Asset Management Plan for the City of Henderson. The City's current Capital Improvement Plan, water system maps, sewer system maps, lists of existing assets will be provided by the City to O'Brien & Gere. The NC Division of Water Quality, Construction Grants and Loans and the EPA Asset Management Plan guidelines will be used for the preparation of this document. The final plan will be submitted to the NC DWQ CG&L Section for review and approval. It is expected that the Asset Management Plan will be prepared at the same time as the design work is undertaken.

Task 3 – Construction Administration/Construction Observation

Upon award of a construction contract, O'Brien & Gere will prepare the construction contract between the City and the successful bidder.

After contract award, O'Brien & Gere will schedule and conduct the preconstruction conference. Parties whose presence will be required or who desire to be present at this conference will be contacted to provide comprehensive participation and review of requirements. During the preconstruction conference and subsequent meetings with the contractor(s), O'Brien & Gere will represent the City, if requested, and provide the vehicle by which the City puts forth its wishes, requirements, requests, and demands.

Upon establishment of the project budget, project schedules and quality requirements by the contractor(s), O'Brien & Gere will review these documents and offer suggestions, advice or recommendations to the City for cash flow during the project. Throughout the construction phase, the City will be kept informed regarding non-attainment of target dates per the project schedule. Through regular visits to the site by the Project Manager, O'Brien & Gere will maintain thorough knowledge of the construction proceedings. If changes or modifications are needed, as determined through this monitoring, O'Brien & Gere will review said changes and provide the City with specific explanations as to why the changes are needed or are desirable, and how they will affect the overall final project, as well as the rest of the construction phase.

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Mr. Frank Frazier

May 4, 2011

Page 3

During construction, O'Brien & Gere will process progress payment requests, change orders, if any, retainage reduction requests, and maintain separate files for each. Change orders will be reviewed as to claims for additional costs, contract time extensions by contractors, the use of alternative equipment or other changes. Recommendations and justification for each change order will be provided.

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In addition to the preconstruction conference, periodic progress meetings will be conducted to review construction schedules and resolve problems, if any. The Project Engineer will conduct construction observation visits of his own to ascertain contractor progress. The O'Brien & Gere Project Manager will assess construction progress at the substantial completion point and final completion point. Punch lists will be established noting incomplete construction or installation and provided to the contractors for completion of the construction or installation of the punch list items. Certificates of Substantial and Final Completion will be issued by the Project Manager when he and the City are satisfied with the work.

Upon completion of construction, O'Brien & Gere will provide one paper copy and one electronic version of the Record Drawings on CD. The drawings will indicate changes, which occurred during construction as well as the final facilities.

O'Brien & Gere, through the Project Manager, will submit, at least monthly, reports to the City describing the project status, noting any specific problems which have arisen and how they were resolved, and other pertinent information regarding the project. O'Brien & Gere will maintain the following files, records and documentation:

- | | |
|-------------------------|---------------------------|
| ■ Project Files | ■ Shop Drawing File |
| ■ Change Order File | ■ Reports File |
| ■ Correspondence File | ■ Grant File |
| ■ Payment Estimate File | ■ Other Files as Required |

O'Brien & Gere maintains these files for all construction projects and has found them to be sufficient to provide information necessary to handle situations which may arise during and after construction.

Task 4 – Funding Administration

The Project Manager will assist the City in the preparation of reimbursement requests, quarterly reports and final report for the SRF funding on the project.

PROJECT SCHEDULE

O'Brien & Gere proposes to follow the schedule established by the NC Construction Grants and Loans Section as set forth in the City's Notification of Intent to Fund letter and as noted in the following table.

Mr. Frank Frazier
May 4, 2011
Page 4

Milestone	Date
Plans and Specifications Submittal	December 1, 2011
Plans & Specifications Permit Approval	March 1, 2012
Project Bidding and Submit Part B to CG&L	June 1, 2012
Submit Asset Management Plan	June 1, 2012
Execute Construction Contracts	July 2, 2012
Construction Start	September 1, 2012
Construction Completion	August 31, 2013

FEE AND TERMS

O'Brien & Gere's proposal for all services is proposed to be in accordance with the following breakdown. This breakdown is in accordance with the SRF Funding Application.

Task	Fee Amount	Fee Type
Design, Asset Mgmt Plan, Funding Admin	\$61,000	Lump Sum
• Field Survey		
• Design		
• Permitting		
• Bidding		
• Asset Management Plan		
• Funding Administration		
Construction Administration	\$23,000	Lump Sum
Construction Observation	\$65,000	Hourly Rate

O'Brien & Gere will invoice the City monthly on the basis of the percent of Services completed for each lump sum task and on the basis of actual work hours for the Construction Observation Services. The hourly rate noted below for the Project Inspector includes all expenses.

Additional Services: For any other tasks related to this project that the City may direct O'Brien & Gere to perform but which are not included in the present Scope of Services, the fee may be as established by the attached current standard rate schedule for labor, which includes all expenses. If during the execution of this work additional labor or expenses are identified as required to meet the objectives, O'Brien & Gere will inform City of Henderson of these efforts and their estimated costs before initiating such efforts.

Mr. Frank Frazier
May 4, 2011
Page 5

Terms and Conditions: O'Brien & Gere's services will be provided in accordance with the Master Services Agreement between the City of Henderson and O'Brien & Gere, which together with this proposal constitute the "letter agreement." Countersignature and return of one original of this letter agreement will signify acceptance by the City of Henderson. The date of construction Notice to Proceed will be issued by the City of Henderson and will be dependent upon concurrence of the NC Local Government Commission for the City to issue new debt.

We appreciate this opportunity to provide services to the City of Henderson. Should you have questions or concerns regarding this proposal, please contact me at (919) 783-7777.

Respectfully yours,

O'BRIEN & GERE ENGINEERS, INC.



Michael S. Acquesta, P.E.
Senior Managing Engineer

ACCEPTANCE

Date _____

City of Henderson, North Carolina

By/Title: James D. O'Geary, Mayor

Mr. Frank Frazier
May 4, 2011
Page 6

Labor Hours and Rates:

Employee	Expected Labor Hours	Hourly Labor Rate
Resident Inspector	920	\$70.00
Project Manager		\$185.00
Project Engineer		\$125.00
CADD Technician		\$85.00
Administrative Assistant		\$85.00

Project Manager: Michael S. Acquesta, PE, PhD
Resident Inspector: Bob Doerr (Resume separately provided)

RESOLUTION 10—107

A RESOLUTION OF THE HENDERSON CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF LOAN INTEREST FOR STATE REVOLVING FUND (SRF) LOAN

WHEREAS, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2010 Strategic Planning Retreat, *and*

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

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

WHEREAS, the City of Henderson (City) performed a sewer survey analysis that identified and prioritized the need for the repair and replacement of various mains within the wastewater collection system and has formulated a project described as *The Sanitary Sewer Rehabilitation Project*, the **Project**, to assist the City in the control of infiltration and inflow, *and*

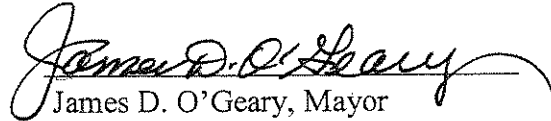
WHEREAS, the Council authorized City Administration to submit a grant application on 23 August 2010 via Resolution 10—83, *and*

WHEREAS, the City received notice on 4 October 2010 that the City's proposed project was eligible for a loan amount of \$1,000,000 with \$500,000 of the total amount in the form of principal forgiveness.

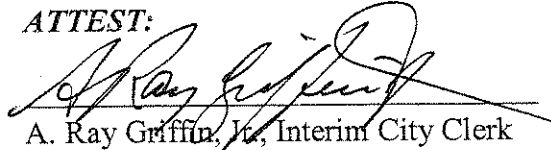
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Henderson, North Carolina that it does hereby authorize the acceptance of the State Revolving Fund Loan, *and said loan award announcement being more fully articulated in Attachment No. 1 to this Resolution.*

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the grant award and other applicable documents as necessary to this grant acceptance.

The foregoing Resolution 10-107, on this the 25th day of October 2010 upon a motion by Council Member Rainey and seconded by Council Member Inscoe and **APPROVED** by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Davis and Daye. NO: None. ABSTAIN: None. ABSENT: Evans.


James D. O'Geary, Mayor

ATTEST:


A. Ray Griffin, Jr., Interim City Clerk

Approved as to Legal Form:


John H. Zollicoffer, Jr., City Attorney

Reference: Minute Book 41, pp. 690-691.

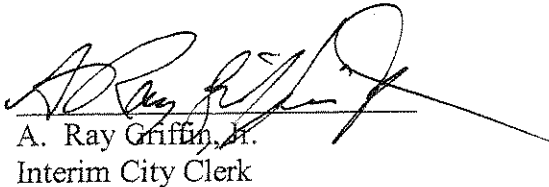
CERTIFICATION BY RECORDING OFFICER

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, A. Ray Griffin, Jr., the duly appointed, qualified Interim City Clerk of the City of Henderson, do hereby certify: That the foregoing/attached Resolution 10—107 is a true and correct copy of the Resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Henderson City Council duly held on the 25th day of October 2010; and, further, that said Resolution has been fully recorded in the journal of proceedings and records in my office as follows: *Minute Book 41*, pp. 690-691 and *Resolution Book 1*, p. 673.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of October 2010.

MUNICIPAL SEAL:


A. Ray Griffin, Jr.
Interim City Clerk

ATTACHMENT #1
RESOLUTION 10—107

North Carolina Department of Environment and Natural Resources

Division of Water Quality

Beverly Eaves Perdue
GovernorColeen H. Sullins
DirectorDee Freeman
Secretary

October 1, 2010

Mr. Ray Griffin, City Manager
City of Henderson
Post Office Box 1434
Henderson, NC 27536-1434SUBJECT: Clean Water State Revolving Fund
Notice of Intent to Fund
City of Henderson Sewer Rehabilitation
September 1st, 2010 Application Cycle

Dear Mr. Griffin:

Congratulations! Your application for a Clean Water State Revolving Fund loan has been reviewed and your proposed project found eligible to receive a low interest SRF loan. The total loan amount will be \$1,000,000. \$500,000 of the total amount will be in the form of principal forgiveness, with the balance at the prevailing SRF interest rate at the time of approval by the Local Government Commission (LGC).

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

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

The next milestone is the submittal of an Engineering Report by close of business on January 3, 2011. The Engineering Report must be developed using the guidance found on our website. Reports not received in this office on or before January 3, 2011 will be returned and CWSRF funding for the proposed project will be forfeited.

1633 Mail Service Center, Raleigh, North Carolina 27699-1633
Location: 2728 Capital Blvd. Raleigh, North Carolina 27604
Phone: 919-733-6900 | FAX: 919-715-6229 | Customer Service: 1-877-623-6748
Internet: www.nowaterquality.org

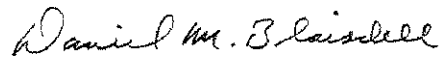
One
North Carolina
Natural

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

Please note that if funding is based on the recipient's agreement to develop an Asset Management Plan, that plan **must** be adopted by the recipient and approved by CG&L before the contract execution milestone. Otherwise, project funding will be forfeited. The 2009/2010 IUP and an overview of our CWSRF funding process is available on our website (<http://portal.ncdenr.org/web/wq/cgls>).

If you have questions, please contact the Mr. Kim H. Colson, P.E. Assistant Chief, Engineering Branch at 919-715-6212.

Sincerely,



Daniel M. Blaisdell, P.E., Chief
Construction Grants & Loans Section

DMB

cc: Mark Hubbard
Jennifer Haynie
Kim Colson
SRF File

RESOLUTION 10—117

A RESOLUTION AUTHORIZING AN ENGINEERING SERVICES CONTRACT WITH O'BRIEN & GERE

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

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

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

WHEREAS, the City of Henderson (City) performed a sewer survey analysis that identified and prioritized the need for the repair and replacement of various mains within the wastewater collection system and formulated a project described as *The Sanitary Sewer Rehabilitation Project*, the **Project**, to assist the City in the control of infiltration and inflow; *and*

WHEREAS, the Council authorized City Administration to submit a grant application on 23 August 2010 via Resolution 10—83, and approved acceptance of the State Revolving Fund Grant/Loan on 25 October 2010 via Resolution 10—107; *and*

WHEREAS, a Masters Services Agreement was executed on 13 September 2010 with O'Brien & Gere; *and*

WHEREAS, O'Brien & Gere is familiar with the scope of work to be performed as well as the appropriate documentation and procedures necessary to successfully complete the services needed for this project; *and*

WHEREAS, during deliberations on this matter, City Council Members did not feel comfortable authorizing work above and beyond the Preliminary Engineering Report (PER) in the amount of \$10,000 and requested City Administration to negotiate with the engineering firm in order to reduce costs.

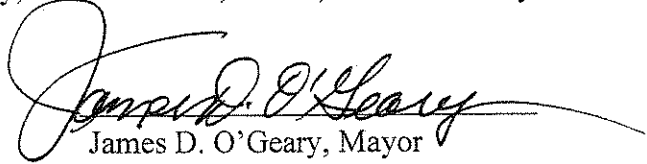
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Henderson, North Carolina that it does hereby authorize the execution of an Engineering Services Contract with O'Brien & Gere to the extent of only approving the Preliminary Engineering Report (PER) in the amount of \$10,000, said PER being part of a larger contract and found on

page 4 of said agreement under Fee and Terms section, and said complete agreement being more fully articulated in *Attachment No. 1 to this Resolution*; and

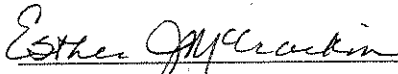
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the grant award and other applicable documents as necessary to this contract approval; and

BE IT FURTHER RESOLVED that the City Manager is requested to pursue negotiations to reduce overall engineering costs for this project and report back to City Council.

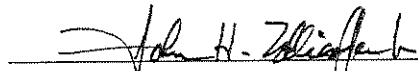
The foregoing Resolution 10-117, on this the 22nd day of November 2010 upon a motion by Council Member Inscoe and seconded by Council Member Coffey and **APPROVED** by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Davis and Daye. NO: None. ABSTAIN: None. ABSENT: Evans.


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 41, pp. 719-725.

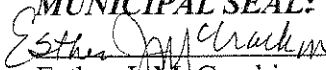
CERTIFICATION BY RECORDING OFFICER

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: That the foregoing/attached *Resolution 10—117* is a true and correct copy of the Resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Henderson City Council duly held on the 22nd day of November 2010; and, further, that said Resolution has been fully recorded in the journal of proceedings and records in my office as follows: *Minute Book 41*, pp.719-725 and *Resolution Book 1*, p. 719.

IN WITNESS WHEREOF, I have hereunto set my hand this 22ND day of November 2010.

MUNICIPAL SEAL:


Esther J. McCrackin
City Clerk



Resolution 10—117 Attachment A

Mr. Frank Frazier, Assistant City Manager

City of Henderson

PO Box 1434

Henderson, North Carolina 27536

Re: Sanitary Sewer Rehabilitation

Engineering Services Proposal

Dear Mr. Frazier:

O'Brien & Gere Engineers, Inc. (O'Brien & Gere) is pleased to provide the City of Henderson with this proposal for engineering services for the SRF Funded Sanitary Sewer Rehabilitation Project.

Project Understanding

Michael S. Acquesta, PE, PhD will be the Project Manager. The scope of this project will consist of several tasks as follows:

Preliminary Engineering Report and Categorical Exclusion Environmental Report

1. Field Survey, Design, Permitting and Bidding of the Project
2. Asset Management Plan
3. Construction Administration/Construction Observation
4. Funding Administration

Task 1 – Preliminary Engineering Report and CatEx Environmental Report

Under the terms of the recently awarded State Revolving Fund (SRF) for sewer rehabilitation work in Henderson, a Preliminary Engineering Report (PER) must be prepared. This PER will follow the NC Division of Water Quality, Construction Grants and Loans Guidelines. The PER will investigate where in the City's sanitary sewer system specific sewer rehabilitation should take place. The Sewer Collection System Video Survey Summary Reports, as prepared by AECOM will be used for this purpose. The PER will recommend the specific sewer segments to be rehabilitated and the rehabilitation method for each. Construction cost and a schedule will be presented. Because the sewer rehabilitation is expected to replace/rehabilitate portions of the City's sewer lines with like size pipes, and because the construction

will take place within already disturbed corridors, it is expected that a Categorical Exclusion will be utilized for the Environmental Report requirements.

Five (5) copies of the PER and Categorical Exclusion documentation will be prepared for the City's use and for submittal to Construction Grants and Loans for review and approval.

Task 2 – Field Survey, Design, Permitting and Bidding

Upon approval of the PER and issuance of the Categorical Exclusion, O'Brien & Gere will proceed with the design of the sewer rehabilitation work. It is expected that following project scope, as outlined in the SRF Funding Application, will be surveyed, designed, permitted and bid:

4500 LF 8" Sewer Replacement
800 LF 8" Sewer Rehabilitation
1,600 LF 10" Sewer Replacement
800 LF 10" Sewer Rehabilitation
800 LF 12" Sewer Replacement
300 LF 12" Sewer Rehabilitation
250 VF Manhole Rehabilitation
15 EA Manhole Replacement

This scope may change depending upon the specific sewer lines and manholes chosen by the City of Henderson to be replaced/rehabilitated within the Engineering Report.

Field survey of the sewer lines is required and will be performed by O'Brien & Gere as a component of the engineering design scope of work. The survey information will be turned over to the Project Manager who will then proceed with the preparation of the construction drawings and specifications, incorporating the design aspects of the sewer rehabilitation work. The completed drawings and specifications will be submitted to the NC Division of Water Quality, Construction Grants and Loans Section for review and issuance of the required permits. If any of the rehabilitation work is to take place along NC DOT rights-of-way, the necessary encroachment agreements will be prepared and submitted to NC DOT for approval. The Division of Land Quality Sedimentation and Erosion Control permits will also be acquired. It is expected that no new sewer line easements will be required for this work since the proposed sewer replacement/rehabilitation work will be performed on existing sewer lines.

Upon issuance of all required permits and encroachments, the project will be let for receipt of public bids. O'Brien & Gere will issue plans and specifications to prospective bidders and the Project Manager will handle the bid opening. After receipt of bids, the Project Manager will review the bids and make a recommendation to the City Council for award of the construction contract to the lowest priced responsive, responsible bidder.

Task 3 – Asset Management Plan

O'Brien & Gere will prepare the required Asset Management Plan for the City of Henderson. The City's current Capital Improvement Plan, water system maps, sewer system maps, lists of existing assets will be provided by the City to O'Brien & Gere. The NC Division of Water Quality, Construction Grants and Loans and the EPA Asset Management Plan guidelines will be used for the preparation of this document. The final plan will be submitted to the NC DWQ CG&L Section for review and approval. It is expected that the Asset Management Plan will be prepared at the same time as the design work is undertaken.

Task 4 – Construction Administration/Construction Observation

Upon award of a construction contract, O'Brien & Gere will prepare the construction contract between the City and the successful bidder.

After contract award, O'Brien & Gere will schedule and conduct the preconstruction conference. Parties whose presence will be required or who desire to be present at this conference will be contacted to provide comprehensive participation and review of requirements. During the preconstruction conference and subsequent meetings with the contractor(s), O'Brien & Gere will represent the City, if requested, and provide the vehicle by which the City puts forth its wishes, requirements, requests, and demands.

Upon establishment of the project budget, project schedules and quality requirements by the contractor(s), O'Brien & Gere will review these documents and offer suggestions, advice or recommendations to the City for cash flow during the project. Throughout the construction phase, the City will be kept informed regarding non-attainment of target dates per the project schedule. Through regular visits to the site by the Project Manager, O'Brien & Gere will maintain thorough knowledge of the construction proceedings. If changes or modifications are needed, as determined through this monitoring, O'Brien & Gere will review said changes and provide the City with specific explanations as to why the changes are needed or are desirable, and how they will affect the overall final project, as well as the rest of the construction phase.

O'Brien & Gere will receive, review, approve or disapprove, and return shop drawings. Approval will be based on the contract documents and in accordance with the requirements thereof. A specific shop drawing file will be maintained containing submitted shop drawings, review comments and correspondence with contractors regarding the shop drawings. A copy of reviewed shop drawings will be sent to the construction inspector, the City and the Contractor.

During construction, O'Brien & Gere will process progress payment requests, change orders, if any, retainage reduction requests, and maintain separate files for each. Change orders will be reviewed as to claims for additional costs, contract time extensions by contractors, the use of alternative equipment or other changes. Recommendations and justification for each change order will be provided.

Periodic Construction Observation will be provided by trained O'Brien & Gere pipeline construction personnel. It is expected that this inspection will be provided for approximately 3 to 4 days per week, potentially more during construction start-up and during times of more difficult construction activity such as roadway bores, resolution of conflicts with other existing utilities, and during construction in high traffic areas.

In addition to the preconstruction conference, periodic progress meetings will be conducted to review construction schedules and resolve problems, if any. The Project Engineer will conduct construction observation visits of his own to ascertain contractor progress. The O'Brien & Gere Project Manager will assess construction progress at the substantial completion point and final completion point. Punch lists will be established noting incomplete construction or installation and provided to the contractors for completion of the construction or installation of the punch list items. Certificates of Substantial and Final Completion will be issued by the Project Manager when he and the City are satisfied with the work.

Upon completion of construction, O'Brien & Gere will provide one paper copy and one electronic version of the Record Drawings on CD. The drawings will indicate changes, which occurred during construction as well as the final facilities.

O'Brien & Gere, through the Project Manager, will submit, at least monthly, reports to the City describing the project status, noting any specific problems which have arisen and how they were resolved, and other pertinent information regarding the project. O'Brien & Gere will maintain the following files, records and documentation:

- Project Files
- Change Order File
- Correspondence File
- Payment Estimate File
- Shop Drawing File
- Reports File
- Grant File
- Other Files as Required

O'Brien & Gere maintains these files for all construction projects and has found them to be sufficient to provide information necessary to handle situations which may arise during and after construction.

Task 5 – Funding Administration

The Project Manager will assist the City in the preparation of reimbursement requests, quarterly reports and final report for the SRF funding on the project.

PROJECT SCHEDULE

O'Brien & Gere proposes to follow the schedule established by the NC Construction Grants and Loans Section as set forth in the City's Notification of Intent to Fund letter and as noted in the following table.

Milestone	Date
Engineering Report Submittal	January 3, 2011
Engineering Report Approval	June 1, 2011
Plans and Specifications Submittal	December 1, 2011

Plans & Specifications Permit Approval	March 1, 2012
Project Bidding and Submit Part B to CG&L	June 1, 2012
Submit Asset Management Plan	June 1, 2012
Execute Construction Contracts	July 2, 2012
Construction Start	September 1, 2012
Construction Completion	August 31, 2013

FEE AND TERMS

O'Brien & Gere's proposal for all services is proposed to be in accordance with the following breakdown. This breakdown is in accordance with the SRF Funding Application.

Task	Fee Amount	Fee Type
Preliminary Engineering Report, CatEx	\$10,000	Lump Sum
Field Survey, Design, Permitting, Bidding	\$68,060	Lump Sum
• Field Survey	10%	
• Design	75%	
• Permitting	10%	
• Bidding	5%	
Asset Management Plan	\$5,000	Lump Sum
Construction Administration	\$23,000	Lump Sum
Construction Observation	\$65,000	Hourly Rate
Funding Administration	\$5,000	Lump Sum

O'Brien & Gere will invoice the City monthly on the basis of the percent of Services completed for each lump sum task and on the basis of actual work hours and expenses incurred for the Construction Observation Services.

Additional Services: For any other tasks related to this project that the City may direct O'Brien & Gere to perform but which are not included in the present Scope of Services, the fee will be as established by the attached current standard rate schedule for labor and expenses. If during the execution of this work additional labor or expenses are identified as required to meet the objectives, O'Brien & Gere will inform City of Henderson of these efforts and their estimated costs before initiating such efforts.

Terms and Conditions: O'Brien & Gere's services will be provided in accordance with the Master Services Agreement between the City of Henderson and O'Brien & Gere, which together with this proposal constitute the "letter agreement." Countersignature and return of one original of this letter agreement will signify acceptance by the City of Henderson. The date of Authorization to Proceed will be issued by the City of Henderson and will be dependent upon concurrence of the NC Local Government Commission for the City to issue new debt.

We appreciate this opportunity to provide services to the City of Henderson. Should you have questions or concerns regarding this proposal, please contact me at (919) 783-7777.

Respectfully yours,

O'BRIEN & GERE ENGINEERS, INC.

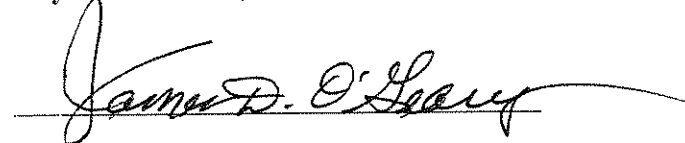
Michael S. Acquesta, P.E.

Senior Managing Engineer

ACCEPTANCE

Date _____

City of Henderson, North Carolina



By/Title: James D. O'Geary, Mayor

Resident Inspector Labor Hours and Rates:

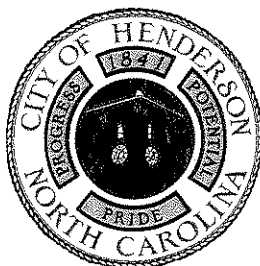
Employee	Expected Labor Hours	Hourly Labor Rate
Resident Inspector	920	\$70.00

Project Manager: Michael S. Acquesta, PE, PhD

Resident Inspector: Tom Holland (resume attached)

City Council Action Form

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



Agenda Item: _____

Council Meeting: 9 July 12 Reg Meeting

5 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—84

Consideration of Approval of Ordinance 12—46, FY12 Budget Amendment #56, Amending the General Fund and Water Fund.

Ladies and Gentlemen:

Recommendation:

- Approve Ordinance 12—46, FY12 Budget Amendment #56, Amending the General Fund and Water Fund.

Executive Summary

FY 12 Budget Amendment #56 serves to amend the General Fund and Water Fund to correct the debt service re-alignment in the Water Fund (from BA#54), to correct/reverse the Federal Asset Forfeiture portion of BA#54, and to re-align revenues and expenditures within the General Fund to more accurately reflect year-end projections.

Enclosures

1. Ordinance 12—46

ORDINANCE 12—46

AN ORDINANCE AMENDING THE FY 11-12 BUDGET AS PART OF THE YEAR ENDING BUDGET RECONCILIATION PROCESS FY 11-12 BUDGET AMENDMENT # 56

WHEREAS, the City Council of the City of Henderson (Council) adopted its FY11-12 Operating Budget on 20 June 2011; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and project/grant budgets as part of the year ending budget reconciliation process; *and*

WHEREAS, on 25 June 2012, the City Council approved Ordinance 12-42, and Section 6 of that Ordinance gave the City Manager and Finance Director the authority to effect any additional budget amendments necessary for year-ending closeout between 25 June and 30 June provided, such amendments are reported to and ratified by the City Council at its July 2012 meeting; *and*

WHEREAS, upon a final review of the financial statements in preparation for year-end close-out, it was determined that additional amendments to the budget were needed; *and*

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

FUNDS: 10: General Fund; 30: Water Fund

Ordinance 12-46
FY 11-12 Budget Amendment #56

10: GENERAL FUND REVENUES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
	Trans Fr: Fed Asset Forf	10-100-461056	\$ 206,480	\$ 25,480	\$ 181,000	\$ 206,480
	Trans Fr: 41 CIP General	10-980-461041	\$ -	\$ 3,323	\$ 277	\$ 3,600
	Trans Fr: 44 CIP Sewer	10-100-461044	\$ -	\$ 277	\$ (277)	\$ -
	1% Local Govt Sales Tax	10-100-400520	\$ 840,000	\$ 860,000	\$ 35,000	\$ 895,000
	Worker's Comp Reimb	10-100-455015	\$ -	\$ -	\$ 10,000	\$ 10,000
	Total		\$ 1,046,480	\$ 889,080	\$ 226,000	\$ 1,115,080
10: GENERAL FUND EXPENDITURES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
Fed Asset Forfeiture	(all lines)	(various)	\$ 206,480	\$ 25,480	\$ 181,000	\$ 206,480
City Attorney	Professional Services	10-414-500400	\$ 29,000	\$ 36,700	\$ 15,000	\$ 51,700
Administration	Salaries & Wages	10-420-500200	\$ 254,830	\$ 254,830	\$ 13,000	\$ 267,830
Code Compliance	Salaries & Wages	10-423-500200	\$ 73,482	\$ 73,482	\$ 2,500	\$ 75,982
Code Compliance	Retirement	10-423-500700	\$ 4,690	\$ 4,690	\$ 700	\$ 5,390
Code Compliance	Wrecked Vehicles	10-423-501701	\$ -	\$ -	\$ 900	\$ 900
Human Resources	Salaries & Wages	10-425-500200	\$ 83,770	\$ 83,770	\$ 4,000	\$ 87,770
Finance	Prof Services - Audit	10-440-500405	\$ -	\$ -	\$ 10,000	\$ 10,000
Planning	Salaries & Wages	10-495-500200	\$ 93,100	\$ 93,185	\$ 1,000	\$ 94,185
Downtown Development	Salaries & Wages - PT	10-496-500300	\$ 18,010	\$ 18,010	\$ (4,000)	\$ 14,010
Public Bldgs & Grounds	Insurance	10-500-505400	\$ 9,000	\$ 9,000	\$ (5,000)	\$ 4,000
Public Bldgs & Grounds	Departmental Supplies	10-500-503300	\$ 9,400	\$ 5,550	\$ (3,000)	\$ 2,550
Public Bldgs & Grounds	Contracted Services	10-500-504500	\$ 41,860	\$ 31,860	\$ (3,000)	\$ 28,860
Police	Insurance	10-510-505400	\$ 157,700	\$ 124,000	\$ (5,000)	\$ 119,000
Public Services Admin	Salaries	10-545-500200	\$ 72,450	\$ 63,819	\$ (5,000)	\$ 58,819
Street	Group Medical	10-570-500600	\$ 72,240	\$ 72,240	\$ (5,100)	\$ 67,140
Street	Salaries & Wages	10-570-500200	\$ 299,270	\$ 296,070	\$ (7,000)	\$ 289,070
Sanitation	Salaries & Wages	10-580-500200	\$ 125,290	\$ 125,290	\$ 20,000	\$ 145,290
Recreation	Salaries & Wages	10-620-500200	\$ 288,490	\$ 288,490	\$ 5,000	\$ 293,490
Aycock Complex	Salaries & Wages - PT	10-623-500300	\$ 59,960	\$ 59,960	\$ 4,000	\$ 63,960
Aycock Complex	Utilities	10-623-501300	\$ 60,580	\$ 60,580	\$ 6,000	\$ 66,580
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
	Total		\$ 1,959,602	\$ 1,727,006	\$ 226,000	\$ 1,953,006
	Variance				\$ -	
30: WATER FUND REVENUES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
	Total		\$ -	\$ -	\$ -	\$ -
30: WATER FUND EXPENDITURES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
	Prof Serv (Bond Iss Costs)	30-660-500400	\$ -	\$ -	\$ 348,163	\$ 348,163
	Debt Service Principal	30-680-508100	\$ -	\$ 348,163	\$ 721,905	\$ 1,070,068
	Debt Service Interest	30-680-508200	\$ -	\$ 1,618,419	\$ (1,070,068)	\$ 548,351
	Trans To: 12 Debt Service	30-818-508400	\$ 2,200	\$ 2,200	\$ 486	\$ 2,686
	Trans To: 12 Debt Service	30-818-508500	\$ 8,160	\$ 8,160	\$ (486)	\$ 7,674
	Total		\$ 10,360	\$ 1,976,942	\$ -	\$ 1,976,942
	Variance				\$ -	

Reference:

CAF: 12-84, Ord 12-46

Notes:

Water Fund: (1) To correct WF DS alignment from BA #54 and re-align principal and interest portion of Warren County debt service payment. General Fund: (1) Reverse Federal Assets Forfeiture portion of BA #54. (2) Re-align revenues and expenditures within the General Fund to more accurately reflect year-end projections. (3) To budget interim billing for 25% of FY 12-13 audit contract.

The foregoing Ordinance 12-46, 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 9th day of July 2012: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

*Reference: Minute Book 42, p. **; CAF 12—84*

STATE OF NORTH CAROLINA - CITY OF HENDERSON

I, Esther McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 12-46 adopted by the Henderson, City Council in Regular Session on 9 July 2012. This Ordinance is recorded in *Ordinance Book 8*, p.***.

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

Esther McCrackin
City Clerk
City of Henderson, North Carolina

Reviewed by: _____ Date: _____
Katherine C. Brafford, Finance Director

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

City Council Action Form

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



Agenda Item: _____

Council Meeting: 9 July 12 Regular Meeting

19 June 2012

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

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

RE: CAF: 12-78

Consideration of Approval of Resolution 12-52, Awarding of Departmental Handgun and Badge to Retiree Sergeant Jody L. Proctor.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 6: Develop and Maintain a Qualified Municipal Workforce: *To provide a supportive and competitive workforce climate that facilitates and maintains a strong workforce capability and capacity and adequate staffing levels.*

Recommendation:

- Approve Resolution 12-52, Awarding of Departmental Handgun and Badge to Retiree Sergeant Jody L. Proctor.

Executive Summary

Sergeant Jody L. Proctor joined the police force on 7 October 1982 and will be retiring with full benefits effective 1 August 2012. Upon the recommendation of Police Chief Keith Sidwell, I am requesting that the Henderson City Council recognize Sergeant Proctor's retirement, as has been the case with previous retirees, by awarding him his departmental badge and service side arm as per NCGS 20-187.2 "Badge and service side arms of deceased and retiring members of State, city and county law enforcement agencies" (See Enclosure No.2).

It has been the tradition of the City of Henderson to award the retiring officer his/her badge at no cost and to also award the service side arm at the said price of \$1.00.

The weapon is Glock Model 22.40 caliber serial number PZK082.

Enclosures

1. Resolution 12-52
2. NCGS 20-187.2

RESOLUTION 12-52

A RESOLUTION AUTHORIZING AWARD OF DEPARTMENT HANDGUN AND BADGE TO RETIREE SERGEANT JODY L PROCTOR

WHEREAS, Sergeant Jody L. Proctor of the Henderson Police Department will be retiring with full benefits effective 1 August 2012; *and*,

WHEREAS, in accordance with North Carolina General Statutes 20-187.2 "Badges and service side arms of deceased and retiring members of State, City and County law enforcement agencies" which states that retiring members of such agencies shall receive upon request and at no cost to him/her, the badge worn. The governing body of such law enforcement agency may also award to a retiring member the service side arm at a price determined by such governing body, upon securing a permit as required by GS 14-402; *and*,

WHEREAS, it has been the tradition of the City of Henderson to award the retiring officer his/her badge at no cost to him/her; *and*

WHEREAS, it has been the tradition of the City of Henderson to award the retiring officer his/her weapon at a nominal cost to him/her.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the award of Departmental Badge and Service Side Arm (Glock Model 22.40 caliber, serial number PZK082) to retiree Sergeant Jody L. Proctor at cost of \$1.00 to him.

AND BE IT FURTHER RESOLVED that the Mayor and City Council thank Sergeant Jody L. Proctor for his years of good service to the City and wish him well in his retirement.

The foregoing Resolution 12-52, introduced by Councilmember ***** and seconded by Councilmember ***** on this the **** day of **** 2012, and having been submitted to a roll call vote, was approved by the following votes: Ayes: Nays:

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

§ 20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.

(a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon securing a permit as required by G.S. 14-402 et seq. or 14-409.1 et seq., or without such permit provided the weapon shall have been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.

(b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122.)

City Council Action Form

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



Agenda Item:

Council Meeting: 9 July 2012

5 July 2012

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

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

RE: CAF: 12-85

Consideration of Resolution 12-A-19 Authorizing the Acceptance of FM Global Fire Prevention Grant and Ordinance 12-47, FY12-13 Budget Amendment #1

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 8: To provide sufficient funds for municipal operations and capital outlay necessary to meet the needs of citizens, customers and mandates of regulatory authorities.

Recommendation:

- Approval of Ordinance 12-47, FY12-13 Budget Amendment # 1

Executive Summary

Amending an annual budget is a necessary, continual process in order to ensure the budget is kept up-to-date and meeting the current business needs of the City. The attached Ordinance provides for amendments to four parts of the budget as follows:

Section 1: 46: CIP Regional Water Fund

The FY13 Budget provides for a \$38,000 transfer from 64: Regional Water Fund to 46: CIP Regional fund in order to provide additional funding for the inter-basin transfer of water project. While the funds were established in the Fund 64 as part of the FY13 budget adoption process, the offsetting amendment was not made to Fund 46 at that time since it is not a 12-month budget. The City's usual procedure has been to initiate amendments to the grant and capital projects ordinance funds subsequent to annual budget adoption.

Section 2: 87: Main Street Solutions Grant and 55: Grant Projects Fund

87: Main Street Solutions Grant Fund was established when the grant was awarded several years ago. No activity has occurred since the REEF project is still in the planning stages. In order to continue with reforms and improve the City's budgetary accounting system, the budget

amendment provides for closing out fund 87 and moving the Main Street Solutions Grant to fund 55: Grants Project Fund. This is more-or-less a housekeeping matter since it does not affect the integrity of the grant. It only affects how it will be managed from a budgetary accounting perspective.

Section 3: 55: Grants Project Fund—Orange Breckenridge Project

The amendment establishes a small grant project with remaining funds from the Orange Breckenridge Redevelopment Grant given the City by the General Assembly. The grant is managed by the Kerr-Tar COG. Mr. Banes departure resulted in his request to use the funds for the demolition of a remaining property via City efforts in order to expedite the close out of the grant. The COG has already submitted a check in the amount of \$6,900 to pay for the estimated cost of demolition and landfilling debris. Code Compliance Director Williams advises the Redevelopment Commission is on-board with this matter.

Section 4: 5: Grants Project Fund—Fire FM Global Grant Project

Chief Wilkerson's application for \$2,200 for the purchase of several pieces of fire related equipment has been approved and the check has been received. There is no grant match required of the City. The grant will providing for the purchase of a camera, camera case, Model C Hydrocarbon detector for arson investigations and photo documentation kit and battery operated hand tools. The amendment has the effect of establishing the project in the City's Budgetary Accounting System. Resolution 12-A-19 has the effect of accepting the grant.

Enclosures:

1. Resolution 12-A-19
2. Ordinance 12-47
3. Section 3 Materials
4. Section 4 Materials

RESOLUTION 12-A-19

A RESOLUTION OF THE HENDERSON CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF FM GLOBAL FIRE PREVENTION GRANT.

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 Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities; *and*

WHEREAS, the City Council approved the application of the FM Global Fire Prevention Grant at the 12 March 2012 Council Meeting via Resolution 12-19; *and*

WHEREAS, on 3 July 2012, the City received notice of a grant award from FM Global Fire Prevention Grant in the amount of \$2,200 for the purchase of one (1) camera for taking photos of fire scenes, one (1) carrying case for camera, one (1) Model-C hydrocarbon detector for arson investigation and one (1) photo documentation kit and battery operated hand tools. This equipment will greatly enhance our efforts to investigate fires.

NOW THEREFORE, BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE acceptance of FM Global Fire Prevention check # 0021709810 in the amount of \$2,200.

The foregoing Resolution, 12-A-19, introduced by Council Member _____ and seconded by Council Member _____ on this the ____ day of _____ 2012, and having been submitted to a roll call vote, was *****by the following votes: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

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

ORDINANCE 12—47

AN ORDINANCE AMENDING THE FY 12-13 BUDGET FY 12-13 BUDGET AMENDMENT # 1

46: CIP Regional Fund—Inter-Basin Transfer of Water Project

87: Main Street Solutions Project Grant

55: Grants Project Fund—Main Street Solutions Project Grant

55: Grants Project Fund—Orange Breckenridge Redevelopment

55: Grants Project Fund—Fire FM Global Grant Project

WHEREAS, the City Council of the City of Henderson (Council) adopted its FY12-13 Operating Budget on 14 June 2012; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating as part of the year ending budget reconciliation process.

NOW THEREFORE BE IT ORDAINED by the City Council of The City of Henderson, that the following Ordinance, as articulated in Sections 1 – 4, be approved and said Ordinance shall be effective immediately upon approval of the City Council:

Section 1: 64: Regional Water Fund & 46: CIP Regional Fund Inter-Basin Transfer of Water Project

FUNDS: 64: Regional Water; and 46: CIP Regional				Ordinance 12-47 FY12-13 Budget Amendment # 1 Section 1			
REGIONAL WATER FUND REVENUES: 64				Approved 1-Jul-12	Current Budget	Amendment	Revised
Department	Line Item	Code					
				\$ -	\$ -	\$ -	\$ -
			Total	\$ -	\$ -	\$ -	\$ -
REGIONAL WATER FUND EXPENDITURES: 64							
Department	Line Item	Code		Approved 1 Jul 12	Current Budget	Amendment	Revised
Non-Departmental	Transfer to: 46 CIP Regional	64-660-561-046		\$ 38,000	\$ 38,000	\$ -	\$ 38,000
				\$ -	\$ -	\$ -	\$ -
			Total	\$ 38,000	\$ 38,000	\$ -	\$ 38,000
			Variance			\$ -	\$ -
CIP REGIONAL WATER FUND REVENUES: 46							
Department	Line Item	Code		Initial Budget	Current Budget	Amendment	Revised
Inter-Basin Transfer of Water	Transfer From: 64 Regional	46-937-461-064		\$ -	\$ -	\$ 38,000	\$ 38,000
				\$ -	\$ -	\$ -	\$ -
			Total	\$ -	\$ -	\$ 38,000	\$ 38,000
CIP REGIONAL WATER FUND EXPENDITURES: 46							
Department	Line Item	Code		Initial Budget	Current Budget	Amendment	Revised
Inter-Basin Transfer of Water	Contingency	46-937-509-900		\$ -	\$ 150,000	\$ 38,000	\$ 188,000
						\$ -	\$ -
			Total	\$ -	\$ 150,000	\$ 38,000	\$ 188,000
			Variance			\$ -	\$ -
Reference:				Notes:			
9 July 2012; Ordinance 12-47; CAF 12-65. Also, refer to FY12-13 Budget Adoption Ordinance				This Amendment, Section 1, provides for the formal allocation of \$38,000 provided in the FY13 Budget to Fund 46. The transfer line from fund 64 to fund 46 for this transfer is shown as a memo reference only since it was approved in the budget adoption ordinance. Since Fund 46 is a capital improvement project fund, its budgetary appropriations are not considered in the routine annual budget adoption ordinance and are made separately and subsequent to the budget adoption. The \$38,000 is for on-going IBT expenses.			

Section 2: 55: Grants Project Fund & 87: Main Street Solutions Fund Main Street Solutions Grant Project

FUNDS: 55: Grants Project Fund and 87: Main Street Solutions Grant Fund				Ordinance 12-47 FY12-13 Budget Amendment # 1 Section 2			
MAIN STREET SOLUTIONS FUND REVENUES: 87				Initial Budget	Current Budget	Amendment	Revised
Department	Line Item	Code					
	NC Dept of Commerce Grant	87-910-458-145		\$ 299,004	\$ 299,004	\$ (299,004)	\$ -
				\$ -	\$ -	\$ -	\$ -
			Total	\$ 299,004	\$ -	\$ (299,004)	\$ -
							\$ (299,004)
MAIN STREET SOLUTIONS FUND EXPENDITURES: 87				Initial Budget	Current Budget	Amendment	Revised
Department	Line Item	Code					
	Construction	87-496-510-400		\$ 299,004	\$ 299,004	\$ (299,004)	\$ -
				\$ -	\$ -	\$ -	\$ -
			Total	\$ 299,004	\$ 299,004	\$ (299,004)	\$ -
							\$ -
			Variance			\$ -	
GRANTS PROJECT FUND REVENUES: 55				Initial Budget	Current Budget	Amendment	Revised
Department	Line Item	Code					
Main St Solutions Grant Project	NC Dept Commerce Grant	55-301-485-145		\$ -	\$ -	\$ 299,004	\$ 299,004
				\$ -	\$ -	\$ -	\$ -
			Total	\$ -	\$ -	\$ 299,004	\$ 299,004
							\$ 299,004
GRANTS PROJECT FUND EXPENDITURES: 55				Initial Budget	Current Budget	Amendment	Revised
Department	Line Item	Code					
Main St Solutions Grant Project	Construction	55-301-510-400		\$ -	\$ -	\$ 299,004	\$ 299,004
				\$ -	\$ -	\$ -	\$ -
			Total	\$ -	\$ -	\$ 299,004	\$ 299,004
							\$ 299,004
			Variance			\$ -	
Reference: 9 July 2012 Meeting; CAF 12-85; Ordinance 12-47				Notes: The effect of this amendment is to de-authorize Fund 87 where the grant is currently housed and reassign it to the newly created Grants Project Fund 55. Since no revenues have been received and no expenditures made, there are no record keeping issues. The amendment is in keeping with efforts to continue reforming and improving the budgetary accounting system.			

Section 3: 55: Grants Project Fund Orange Breckenridge/Kerr –Tar COG/Redevelopment Project

FUNDS: 55: Grants Project Fund				Ordinance 12-47 FY12-13 Budget Amendment # 1 Section 3			
GRANT PROJECTS FUND REVENUES: 55				Initial Budget	Current Budget	Amendment	Revised
Department	Line Item	Code					
Orange Breckenridge Redevelopment	From Kerr-Tar COG	55-302-458-152		\$ -	\$ -	\$ 6,900	\$ 6,900
				\$ -	\$ -	\$ -	\$ -
			Total	\$ -	\$ -	\$ 6,900	\$ 6,900
							\$ 6,900
GRANT PROJECTS FUND EXPENDITURES: 55				Initial Budget	Current Budget	Amendment	Revised
Department	Line Item	Code					
Orange Breckenridge Redevelopment	Contracted Services	55-302-504-500		\$ -	\$ -	\$ 5,600	\$ 5,600
Orange Breckenridge Redevelopment	Landfill Fees	55-302-504-520		\$ -	\$ -	\$ 1,300	\$ 1,300
				\$ -	\$ -	\$ -	\$ -
			Total	\$ -	\$ -	\$ 6,900	\$ 6,900
							\$ 6,900
			Variance			\$ -	
Reference: 9 July 2012 Meeting; CAF 12-85; Ordinance 12-47				Notes: The City received a grant for the acquisition and demolition of properties in the Orange-Breckenridge Redevelopment Area in 2007-8. The funding was a grant from the NC General Assembly and is administered by the Kerr-Tar COG. Very few funds remain in the grant and Mr. Banes wished to have the funds transferred to the City for demolition of one last property. The Redevelopment Commission has concurred with this adjustment.			

**Section 4: 55: Grants Project Fund
Fire FM Global Grant Project**

FUNDS: 55: Grants Project Fund			Ordinance 12-47 FY12-13 Budget Amendment # 1 Section 4			
GRANT PROJECTS FUND REVENUES: 55			Initial Budget	Current Budget	Amendment	Revised
Department	Line Item	Code				
Fire FM Global Grant	Grant	55-201-458-153	\$ -	\$ -	\$ 2,200	\$ 2,200
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ 2,200	\$ 2,200
						\$ 2,200
GRANT PROJECTS FUND EXPENDITURES: 55			Initial Budget	Current Budget	Amendment	Revised
Department	Line Item	Code				
Fire FM Global Grant	Capital: Equipment < \$5,000	55-201-507-400	\$ -	\$ -	\$ 2,200	\$ 2,200
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ 2,200	\$ 2,200
						\$ 2,200
		Variance			\$ -	
Reference:			Notes:			
9 July 2012 Meeting: CAF 12-85; Ordinance 12-47; Council Meeting of 12 March 2012, Resolution 12-19			This amendment established the grant project in the City's budgetary accounting system. The grant funds provide for the purchase of a camera, camera carrying case, Model-C hydrocarbon detector and photo documentation kit and battery operated hand tools. This grant does not require a local match.			

The foregoing Ordinance 12-47, 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 9th day of July 2012: YES:. NO:. ABSTAIN: . ABSENT:.

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

Reference: Minute Book 42, p **; CAF 12-85

STATE OF NORTH CAROLINA - CITY OF HENDERSON

I, Esther McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 12-47 adopted by the Henderson, City Council in Regular Session on 9 July 2012. This Ordinance is recorded in *Ordinance Book 8*, p ***

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

Esther McCrackin
City Clerk
City of Henderson, North Carolina

Reviewed by: _____ Date: _____
Katherine C. Brafford, Finance Director

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



City of Henderson
Code Compliance Department

Post Office Box 1434
 134 Rose Avenue
 Henderson, N. C. 27536
 Phone (252) 430-5725 Fax (252) 492-7935

Timothy Baynes
 Executive Director
 Kerr-Tar Regional
 Council of Governments
 1724 Graham Avenue / P.O. Box 709
 Henderson, NC 27536

*Make check
 payable to
 City of Henderson
 + deliver to
 Corey Williams*

Mr. Baynes,

The Orange-Breckenridge Neighborhood Redevelopment Project has one remaining abandoned structure within the project area: 647 Ransom Street. The City has requested and received a bid from a local contractor for demolition and estimate abatement of 647 Ransom Street. The bid / estimate are as follows:

Demolition, grading and hauling	\$2,600
Asbestos abatement	\$3,000
Landfill fees	\$1,300
Total	<u>\$6,900</u>

The City is requesting the remaining funds (\$7,176.02) from Kerr Tar Regional Council of Governments (COG) for the demolition and abatement of 647 Ransom Street. Once all work is complete, the city will submit receipts and invoices to Kerr Tar Regional (COG) for your records. We would like to move forward on this project as soon as possible. If you have any questions regarding this project, please contact me.

Sincerely

Corey K. Williams
 Code Compliance Director

*Vance County
 Legislative Grant*

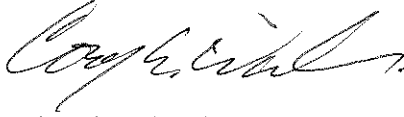
C: Ray Griffin, City Manager
 Ruxton Bobbitt, Redevelopment Commission Chairman
 Erris Dunston, Planning & Community Development Director



City of Henderson
Code Compliance Department

Post Office Box 1434
134 Rose Avenue
Henderson, N. C. 27536
Phone (252) 430-5725 Fax (252) 492-7935

July 5, 2012

TO: Ray Griffin, City Manager
FROM: Corey K. Williams, Director 
RE: Orange-Breckenridge Neighborhood Redevelopment Project / 647 Ransom Street

The Orange-Breckenridge Neighborhood Redevelopment Project was appropriated \$250,000 from the North Carolina General Assembly in fiscal year 2007-2008 budget. Kerr Tar Council of Government was contracted for administrating the funds. The project has one remaining abandoned structure within the project area: 647 Ransom Street. The City has requested and received a bid from a local contractor for demolition and estimate for asbestos abatement of this property. The bid / estimate is as follows:

Demolition, grading and hauling	\$2,600
Asbestos abatement	\$3,000
Landfill fees	<u>\$1,300</u>
Total	\$6,900

The City has requested and received \$6,900 of \$7,176.02 of the remaining funds from Kerr Tar Regional Council of Governments (COG) for demolition. Once all work is complete; the city will submit receipts and report to Kerr Tar Regional for their records.

Redevelopment Commission For the City of Henderson

7/6/2012

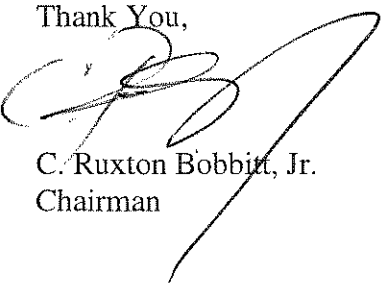
Mr. Corey Williams
City of Henderson Code Officer
134 Rose Ave.
Henderson NC 27536

Dear Mr. Williams,

This letter is to confirm that the balance of funds held by Kerr Tar Regional Council of Governments for the Redevelopment Commission is to be used by your department to complete demolition. The funds of \$6900 are to be used to assist in the cost of the previous 7 homes removed earlier this year and for the asbestos removal and abatement to demolish the one remaining home in the Orange Breckenridge block owned by the Redevelopment Commission. I polled by email the 3 current members of the Commission including my yes vote we all support this transfer of funds.

Should you have any additional questions or concerns please let me know. I appreciate you assisting in getting our project further down the road to one day seeing the ultimate goal of re-subdividing the block and ready for resale.

Thank You,



C. Ruxton Bobbitt, Jr.
Chairman

KERR-TAR REGIONAL ECO DEV CORP
DBA TRIANGLE NORTH
PO BOX 709
HENDERSON, NC 27536

6/18/2012

PAY TO THE ORDER OF City of Henderson

\$ **6,900.00

Six Thousand Nine Hundred and 00/100***** DOLLARS

City of Henderson
P. O. Box 1434
Henderson, NC 27536

Palmer L. Cox

James B. Pearce Jr.
AUTHORIZED SIGNATURE

MEMO

⑈001703⑈ ⑆053100300⑆005782646019⑈

KERR-TAR REGIONAL ECO DEV CORP

DBA TRIANGLE NORTH

1703

City of Henderson			6/18/2012		
Date	Type	Reference	Original Amt.	Balance Due	Discount
6/26/2012	Bill	647 Ransom Street	6,900.00	6,900.00	
				Check Amount	
					Payment
					6,900.00
					6,900.00

City of Henderson
Desk of
Debra Kempson

Memo

To: Kathy Bradford, Finance Director
Date: July 3, 2012
Re: Check from FM Global

Kathy, please find enclose check for \$2,200.00 from FM Global (J.P. Morgan). We received this check from a grant we were awarded. Please set up an account for this and let me know what it will be. Thanks so much.

*100% grant.
does not require a match.*

J.P.Morgan

Benefit Payment Services
OH1-0634
PO Box 182728
Columbus, OH 43218-2728

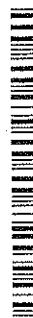
004005FM1
CITY OF HENDERSON FIRE DEPARTMENT
211 DABNEY DR.
HENDERSON NC 27536

FM GLOBAL FOUNDATION

Date	Payment Group	Check/Advice No.
06-27-2012	004005FM1	0021709810

Social Security No.	Participant's Name	Payment Amount
XXX-XX-XXXX	CITY OF HENDERSON FIRE DEPARTMENT	\$2,200.00

000002 77/323



THE FACE OF THIS DOCUMENT HAS A BLUE AND BROWN BACKGROUND - THE BACK HAS AN ARTIFICIAL WATERMARK

J.P.Morgan

FM GLOBAL FOUNDATION

616007019

1-2

0021709810

210

PAY
TO THE
ORDER OF

CITY OF HENDERSON FIRE DEPARTMENT
211 DABNEY DR.
HENDERSON NC 27536

004005FM1

AMOUNT

\$*****2,200.00

Not Payable Prior to:
06-27-2012

VOID AND WITHOUT
RECOURSE IF NOT
PRESENTED WITHIN 1 YEAR

*****TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS*****

PAYEE MUST PERSONALLY ENDORSE EXACTLY AS DRAWN
CHECK DRAWN ON JPMORGAN CHASE BANK N.A. NEW YORK, NY

AUTHORIZED SIGNATURE

⑈0021709810⑈ ⑈021000021⑈

616007019⑈



Factory Mutual Insurance Company
1151 Boston-Providence Turnpike
P.O. Box 9102
Norwood, MA 02062 USA
T: 781 255 4000 F: 781 255 4024 www.fmglobal.com

June 26, 2012

Chief Wilkerson
Henderson Fire Department
211 Dabney Drive
Henderson, North Carolina 27536

Dear Chief Wilkerson:

Congratulations. Your grant application for an FM Global fire prevention grant stood out among the hundreds we received and we will be funding \$2,200 towards the purchase of a digital camera with accessories, hydrocarbon detector and a battery powered tool set.

Coleman Cashion, fire service program coordinator in FM Global's Atlanta office will contact you soon to arrange for a check presentation. In addition you will be receiving an email with a sample press release. Once you and Coleman have scheduled a date for a visit, you can customize and distribute the press release to bring further public attention to your worthy efforts and to publicize your award.

In the meantime, if you have any questions, please feel welcome to e-mail me.

Best wishes for continued success in your fire prevention endeavors.

A handwritten signature in black ink, appearing to read "Michael Spaziani".

Michael Spaziani
Manager - Fire Service Programs
michael.spaziani@fmglobal.com

cc: Coleman Cashion – FM Global Atlanta Operations

File #12-066

CITY OF HENDERSON

INTERNAL PROCESS TO DECIDE WHETHER GRANT
APPLICATION IS APPROPRIATE

Department: Fire Staff Contact: Daniel E. Wilkerson

Funding Source: FM Global Grant

Grant/Project Name: Arson Prevention / Investigation

Date application due: March 26, 2012

This is a ☒ NEW or ☐ RECURRING Grant

Brief Project Summary:

The Fire Department respectfully requests your approval to apply for a FM Global Fire Prevention Grant in the amount of \$2,500.00. There is no match from the City with this grant. This grant would allow for the purchase of needed equipment to improve our fire / arson investigations. This grant would allow us to purchase one (1) Camera for taking pictures at fire scenes, one (1) carrying case for camera, Model-C hydrocarbon detector for arson investigation, one (1) photo documentation kit and battery operated hand tools. This equipment would greatly enhance our efforts of investing fires.

Has the department received funding from this source in the past? If so, list project name(s), amount(s), and date(s).

No

Maximum Amount Available from Funding Source: \$400,000.00

Anticipated Award Notification Date: FY 2012-2013

Anticipated Grant Term: Start Date: Notification of award
Finish Date: One (1) year from award date

Amount to be requested: \$ 2,500.00

Total Project Costs: 2,500.00

Does this grant have a match requirement: YES NO

Does the amount of the match requirement or other grant requirements necessitate City Council approval prior to award? YES NO

Eligible types of match:

- ☐ Cash
- ☐ In-kind services
- ☐ Land
- ☐ Equipment
- ☐ Other _____

If the match is cash, where will the match come from? (Provide Account Number)

Is this project a ☒ cash award or ☐ reimbursement?
If this is a reimbursement grant, will funds be available?

Is this project included in: NO

- ☐ Departmental Budget
- ☐ Capital Improvements Plan

Grant funds will be used for the following: (check all that apply)

- ☒ Equipment : Arson Investigation Equipment
- ☐ Supplies _____
- ☐ Program Expenses _____
- ☐ Printing _____
- ☐ Personnel – current staff. No of staff _____ No of hours _____
- ☐ Personnel – to hire additional staff. No. of positions _____
- ☐ Capital (land, building, vehicles, etc.) _____
- ☐ Contracted Services: _____
- ☐ Other: _____

How will the program be funded after the grant expires?

The funding will be completed before grant expires.

If the department receives only a portion of the amount requested, how will the project be funded?

We would purchase only the amount that was awarded on grant.

Some additional questions to consider:

Are any other departments within the City of Henderson eligible for this funding?

NO

Are any other departments within the City of Henderson willing to collaborate on this project? NO

Will this project duplicate or compete with another service or program provided by the City of Henderson or other local agency? NO

Organization

Organization Name

City of Henderson Fire Department

Contact Name Daniel E. Wilkerson

Title Fire Chief

Phone 252-438-7315

Mobile 252-430-9149

Fax 252-438-1460

E-mail Address dwilkerson@ci.henderson.nc.us

Web Site www.ci.henderson.com

Physical Address

Address 211 Dabney Dr

City Henderson

State/Province North Carolina

Country United States

ZIP/Postal Code 27536

Mailing Address (if different from above)

Address

City

State/Province

Country

ZIP/Postal Code

Type of Applicant

☒ Fire Department/Brigade

☐ Police Department

☐ Regional Task Force

☐ Non-profit Organization

☐ Public Agency

☐ Educational Institution

☐ Other (please explain)

Type of Jurisdiction Served

☒ Town

☐ District

☐ County

☐ Regional

☐ State/Province

☐ Country

☐ Other (please explain)

Staff Type

☒ All Career

☐ All Volunteer/Paid Per Call

☐ Combination

☐ Other (please explain)

Organization Size

Number of Career Members 33

Number of Volunteer Members

Other (please explain) Part-Time 9

Community Served

☐ Rural

☐ Suburban

☒ City

☐ State

☐ National

☐ Other (please explain)

Please provide answers to the following questions. If some of this information is not readily available, please contact your local fire, police or governmental agency for assistance.

1. What is the approximate physical size (e.g., square mileage, kilometers, etc.) of the area you serve?

8.50 Square Miles

2. What percentage of your service area is used for commercial, industrial or institutional purposes?

73%

3. What percentage of your service area is used for residential purposes?

25%

4. What is your service area's population?

15,300

5. What service(s) does your organization(s) provide?

Structure Fire Suppression
Emergency Medical Responder

Hazmat Operational Level
Rescue Operational Level

Basic Life Support
Wild Land Fire Suppression
Formal / Year Round Fire Prevention

6. How many incidents has your jurisdiction responded to in each of the categories below during the past year (please complete if you are an organization that responds to emergencies)?

**Note: Please do not count incidents in which more than one agency responded. Each incident should be counted only once regardless of the number of units that responded to that incident (e.g., a vehicle fire with entrapment and injuries may be counted as a vehicle fire, rescue call or medical call, but not all three).*

Structural Fire <u>99</u>	Hazardous Condition/Material Call <u>32</u>
Vehicle Fire <u>16</u>	Service Call <u>25</u>
Vegetation Fire <u>97</u>	Good Intent Call/False Alarm <u>210</u>
EMS Response Call <u>1839</u>	Other <u>13</u>
Rescue <u>253</u>	

7. Will this grant benefit more than one organization? (If yes, please explain.)

☐ No

☒ Yes

This equipment will allow us to have the capability to respond regionally to Counties and other Fire Departments to assist them with their fire investigation efforts.

8. What type of funding are you requesting?

☐ Prefire planning for commercial, industrial and institutional facilities

☐ Fire prevention education/training

☒ Arson prevention/investigation

9. Please indicate what items/programs are being requested and the exact amount of funding needed.

1. Nikon D-5100 Camera with an 18-55 mm lens and 55-200 lens. Price \$960.73 (This price includes tax).
2. Model – C Hydrocarbon detector for arson investigations. Price \$ 900.00 (This price includes tax and shipping).
3. One (1) 1450 Pelican Pelicase. Price \$129.00 (This price includes tax and shipping).
4. Standard Photo Documentation Kit. Price \$235.00 (This price includes tax and shipping).
5. PORTER-CABLE 4-Tool 18-Volt Lithium Cordless Combo Kit. Model #: PCL418C-2. Price \$256.00 (This price includes tax).

- *If you are requesting funding for equipment, please provide the manufacturer, model number and price. Actual quotes from a manufacturer or retail store are encouraged.*
- *If you are requesting funding for training or education, please include literature about the training/education, its location and number of personnel involved.*
- *Any other funding requests should be supplemented by appropriate supporting material.*
- *If possible a budget spreadsheet should be provided detailing each item, its quantity and the price.*

10. Please answer the following questions:

a. Why does your organization need the requested funding?

The acquisition of the requested equipment simply cannot be funded at this time through our operating budget. Despite the downtown revitalization, our local economy has suffered financial consequences due to plant closings, company lay-offs, increasing unemployment, and a decreasing tax revenue base. As a result the Fire Department budget for fiscal year 2011-12 was cut \$828,000.00 from what we requested. The City continues to cut departmental budgets, giving us the bare minimum to continue operations. The only budget increases we have been granted recently have been to compensate for increases in insurance premiums and fuel costs. There have been zero budget increases for capital improvements (apparatus, SCBA, turn-out gear, etc.) in the last 6 years and all requests for additional funding have been denied.

- b. How will funding enhance your current/future fire prevention, prefire planning or investigation efforts?

This grant will allow us to upgrade our photo equipment thus allowing us to take clearer and more accurate pictures. The Photo documentation kit will allow the investigator to properly mark and identify evidence that is being photographed. With the purchase of the Model – C hydrocarbon detector for arson investigations, this will allow investigators to detect hydrocarbons that may have been used in fires. Without this equipment this could go undetected. With the purchase of the power operated hand tools this will allow the investigator to take needed samples and will lessen the damage that non-powered tools cause to evidence being collected.

- c. What is the expected impact funding will have within your community, both immediate and long-term?

With the purchase of this equipment it is the goal of the Henderson Fire Department to reduce the number of suspicious fires therefore making the community a safer place to live. With the reduction of suspicious fires the community could see a reduction in insurance rates and property loss.

- d. What recent (within past 10 years) local fire-related statistics support the need for funding?

The Henderson Fire Department has had a total of forty nine (49) suspicious in the past four (4) years. In 2008 there were seventeen (17) suspicious fires, in 2009 there were thirteen (13) suspicious fires, in 2010 there were four (4) suspicious fires, and in 2011 there were fifteen (15) suspicious fires. These fires cost our department a total of \$10,200.00 in unbudgeted expenses.

- e. What other relevant information do you believe will support the need for funding?

With the numerous suspicious fires in our community we feel that this fire investigation equipment would help us greatly in our efforts to reduce and hopefully stop suspicious fires.

11. If full funding can not be provided is partial funding acceptable to your organization? (If no, please explain.)



Yes



No

12a. Is the organization applying for a grant a governmental unit of a state, commonwealth, the District of Columbia, possession of the United States, the United States itself, or any political subdivision as described in Section 170 (b)(1)(A)(v) of the U.S. Internal Revenue Service Code?

☐ Yes ☒ No

12b. Is the organization applying for a grant defined as a Section 501(c)(3) tax-exempt organization under the U.S. Internal Revenue Service Code? If so, you must attach a copy of the determination letter.

☒ Yes ☐ No

12c. Will the grant be used exclusively for public purposes? (this includes training and equipment for use by in-house staff)

☒ Yes ☐ No

Should a fire prevention grant be awarded, by signing this application, I hereby give permission for FM Global to publicize my award using my organization's name, amount of the award, purpose by which the funding will be used for and presentation photo (if applicable). I understand that such publicity can be gained through, but is not limited to print, television and Internet media outlets.

The application must be signed by the most senior representative of the organization requesting the grant (e.g., chief executive officer, executive director, dean, mayor, department chief and fire commissioner, to name a few).

Signature: James D. O'Geary

Printed Name: JAMES D. O'GEARY

Title: MAYOR

Date: 3/14/12

For Internal Use Only:

Application # _____

United States

Meetings and Events Calendar

<i>Date</i>	<i>Time</i>	<i>Event</i>	<i>Location</i>
July 10 th	3:00 PM	<i>Henderson Appearance Committee</i>	City Council Chambers
July 12 th	12:00 PM	<i>Henderson-Vance Parks & Recreation Commission</i>	Aycock Recreation Center
July 19 th	7:00 PM	<i>Human Relations Commission</i>	City Council Chambers
July 23 rd	6:00 PM	<i>City Council Meeting Work Session to Follow</i>	City Council Chambers
July 27 th	10:00 AM	<i>Henderson-Vance E911 Advisory Board Meeting</i>	E911 Operation Center
Aug 1 st	8:00 AM	<i>Clean Up Henderson</i>	City Operations Center
Aug 6 th	3:30 PM	<i>Henderson Planning Board</i>	City Council Chambers
Aug 7 th	3:30 PM	<i>Henderson Zoning Board of Adjustments</i>	City Council Chambers
Aug 9 th	12:00 PM	<i>Henderson-Vance Parks & Recreation Commission</i>	Aycock Recreation Center
Aug 13 th	9:30 AM	<i>KLRWS Advisory Board Meeting</i>	City Hall Large Conference Meeting
Aug 13 th	6:00 PM	<i>City Council Regular Meeting</i>	City Council Chambers
Aug 14 th	3:00 PM	<i>Henderson Appearance Committee</i>	City Council Chambers
Aug 16 th	7:00 PM	<i>Human Relations Commission</i>	City Council Chambers
Aug 23 rd	8:00 AM	<i>City Council Team Building Day</i>	Aycock Recreation Center
Aug 27 th	6:00 PM	<i>City Council Meeting Work Session to Follow</i>	City Council Chambers
Sept 3 rd		<i>City Hall Closed Happy Labor Day</i>	<i>Happy Labor Day</i> 
Sept 4 th	3:30 PM	<i>Henderson Zoning Board of Adjustments</i>	City Council Chambers
Sept 5 th	8:00 AM	<i>Clean Up Henderson Committee</i>	City Operations Center
Sept 10 th	3:30 PM	<i>Henderson Planning Board</i>	City Council Chambers
Sept 10 th	5:00 PM	<i>Library Board of Trustees</i>	H. Leslie Perry Memorial Library Board Room
Sept 10 th	6:00 PM	<i>City Council Regular Meeting</i>	City Council Chambers
Sept 11 th	3:00 PM	<i>Henderson Appearance Committee</i>	City Council Chambers
Sept 13 th	12:00 PM	<i>Henderson-Vance Parks & Recreation Commission</i>	Aycock Recreation Center
Sept 20 th	7:00 PM	<i>Human Relations Commission</i>	City Council Chambers

Last Updated: 7/3/2012 3:11 PM

HENDERSON-VANCE COUNTY 911

NUMBER OF CALLS REPORT BY COMPLAINT (ALL UNITS)
TIME PERIOD: 5/21/2012 09:00:00 Through 6/20/2012 23:59:59

TOTAL 5,935

DEPARTMENT	COMMENT	TOTAL	COUNTY	CITY	STATE	OTHER
DATA WITH NO DEPARTMENT		215				215
AFTON VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	1	1			
AMERICAN RED CROSS	Other Dispatch	1				1
BEARPOND VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	44	44			
COKESBURY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	27	27			
CSX RAILROAD	Other Dispatch	0				0
DREWRY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	15	15			
EMBARQ	Other Dispatch	1				1
EPSOM VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	11	11			
HENDERSON FIRE DEPARTMENT-STA 1	City Dispatch	368		368		
HENDERSON FIRE DEPARTMENT-STA 2	City Dispatch	180		180		
HENDERSON POLICE DEPARTMENT	City Dispatch	2,671		2,671		
HENDERSON STREET DEPT	City Dispatch	5		5		
HENDERSON WATER DEPARTMENT	City Dispatch	24		24		
HICKSBORO VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	16	16			
KITRELL VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	16	16			
NORTH CAROLINA DEPT OF PARKS	State Dispatch	10			10	
NORTH CAROLINA DEPT OF TRANSPORTATION	State Dispatch	5			5	
NORTH CAROLINA DIVISION OF MOTOR VEHICLES	State Dispatch	1			1	
NORTH CAROLINA FORESTRY SERVICE	State Dispatch	4			4	
NORTH CAROLINA MAGISTRATE OFFICE	State Dispatch	0			0	
NORTH CAROLINA MEDICAL EXAMINER	State Dispatch	1			1	
NORTH CAROLINA PROBATION & PAROLE	State Dispatch	1			1	
NORTH CAROLINA STATE HIGHWAY PATROL	State Dispatch	55			55	
NORTH CAROLINA UNDERWATER RECOVERY	Other Dispatch	1			1	
NORTH CAROLINA WILDLIFE	State Dispatch	3			3	
PROGRESS ENERGY	Other Dispatch	9				9
PUBLIC SERVICE GAS	Other Dispatch	1				1
RIDGEWAY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	1	1			
TOWNSVILLE VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	13	13			
VANCE COUNTY AMBULANCE SERVICE (EMS)	City & County Dispatch-actual	570	211	350		9
VANCE COUNTY ANIMAL CONTROL	County Dispatch	96	96			
VANCE CO DEPT OF SOCIAL SERVICES	County Dispatch	3	3			
VANCE COUNTY EMERGENCY MANAGEMENT	City & County Dispatch	7	7			
VANCE COUNTY FIRE DEPARTMENT	County Dispatch/FIRE	74	74			
VANCE COUNTY RESCUE SQUAD	County Dispatch	30	30			
VANCE COUNTY SHERIFF DEPARTMENT	County Dispatch	2,370	2,370			
WAKE ELECTRIC COOPERATIVE	Other Dispatch	0				0
WATKINS VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	10	10			
TOTALS		6,860	2,945	3,598	81	236

Signature:

Prepared by: Carey D. Thompson

Signature:

Reviewed by Brian K. Short, Director

06/27/2012

HENDERSON-VANCE CO 911

Number Of Calls Report by Department (All Units)

First Date: 05/21/2012

Jurisdiction: HEN-VAN

Last Date: 06/20/2012

	<i>Department</i>	<i>Number</i>
1	Data with no Department.	215
2	AFTO	1
3	ARC	1
4	BVFD	44
5	CVFD	27
6	DMV	1
7	DOT	5
8	DSS	3
9	DVFD	15
10	EM	7
11	EMS	570
12	EVFD	11
13	FOR	4
14	GAS	1
15	HFD1	368
16	HFD2	180
17	HPD	2671
18	HVFD	16
19	KVFD	16
20	ME	1
21	NCUR	1
22	PARK	10
23	PE	9
24	PROB	1
25	RIDG	1
26	SHP	55
27	STRE	5
28	TVFD	13
29	VCAC	96
30	VCFD	74
31	VCR	30
32	VCSO	2370
33	WATE	24
34	WILD	3
35	WVFD	10

Total: 5935

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

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 05/21/2012

Last Date: 06/20/2012

Complaint		Number
911HU	911 HANG UP CALL	94
ABAND	ABANDONED OR JUNKED CARS	3
ABDOM-EMD	ABDOMINAL PAIN OR PROBLEMS	19
ABNV	ABANDONED VEHICLE	1
ACC-PD	ACCIDENT PROPERTY DAMAGE	88
ACC-PI	ACCIDENT PERSONAL INJURY	24
ALARM	ALARM RESIDENCE OR BUSINESS	244
ALARMFALSE	ALARM FALSE	156
ALARMMED	ALARM MEDICAL	2
ALLERG-EMD	ALLERGIC REACTION / ENVENOMATIO	5
ANIMAL-EMD	ANIMAL BITE / ATTACK	3
ANIM	ANIMAL COMPLAINT/VISCIOUS ANIMAL	89
ARMED SUSP	ARMED SUSPECT (MAN WITH A GUN)	12
ASAG	ASSIST OTHER AGENCY	21
ASMO	ASSIST MOTORIST	54
ASSAULIP-EMD	ASSAULT OR SEXUAL ASSAULT - IN PI	4
ASSAULT-EMD	ASSAULT OR SEXUAL ASSAULT	51
BACKPAIN-EMD	BACK PAIN (NON-TRAUMATIC)	10
BE MV	BREAKING AND ENTERING TO A MOTOC	20
BOMB	BOMB THREAT	1
BON	BONDING	43
BONDSET	BOND SET	3
BREATH-EMD	BREATHING PROBLEMS	84
BURG-IP	BURGULARY/B&E IN PROGRESS	3
BURGLARY	BURGLARY	95
CAR	CARELESS AND RECKLESS DRIVER	53
CARDIAC-EMD	CARDIAC/RESPIRATORY ARREST OR I	10
CHASE	CHASE	1
CHESTPAI-EMD	CHEST PAIN	55
CHILD-ABU	CHILD ABUSE OR NEGLECT	1
CHOKING-EMD	CHOKING	2
CIVDIS	CIVIL DISPUTE	98
COMTHR	COMMUNICATING THREATS	10
CONTROLBURN	CONTROLLED BURN	3
CONVULS-EMD	CONVULSIONS / SEIZURES	25
COURT	COURT	2
DIABETIC-EMD	DIABETIC PROBLEMS	15
DIRTRF	DIRECTING TRAFFIC/TRAFFIC CONTRI	2
DISO	DISORDERLY PERSON	95
DOMEIP/W	DOMESTICE DISPUTE - IN PROGRESS	4
DOM-PROB	DOMESTIC PROBLEM	103
DROWNING-EMD	DROWNING (NEAR DRWONING) / DIVIN	1
DRUGALC	DRUG OR ALCOHOL COMPLAINT	31
DRUNKDRIV	DRUNK DRIVER	9
DVO	DOMESTIC VIOLENCE ORDER	19
EMERG TRANS	EMERGENCY TRANSPORT	2
ESCO	ESCORT	186
EVICTON	EVICTON CARRIED OUT	35
EYE PROB-EMD	EYE PROBLEMS / INJURIES	2
FALLS-EMD	FALLS (SUBJECT FALLEN)	55
FIGHT	FIGHT	40
FIGHT-IP/W	FIGHT IN PROGRESS/W-WEAPONS	5

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 05/21/2012

Last Date: 06/20/2012

Complaint		Number
FIRE AL	FIRE ALARM	37
FIRE BRU	BRUSH/GRASS FIRE	6
FIRE DUMP	DUMPSTER FIRE	1
FIRE ELEC	ELECTRICAL FIRE	6
FIRE GRE	GREASE FIRE	1
FIRE SMOKE	SMOKE REPORT	9
FIRE STRUC	STRUCTURE FIRE	14
FIRE VEHI	VEHICLE FIRE	11
FIRE WOODS	WOODS FIRE	2
FRAUD	FRAUD/FORGERY	35
FRAUD-IP	FRAUD/FORGERY IN PROGRESS	1
FUELSPIILL	FUEL SPILL	1
GASLEA	GAS LEAK	2
HARR	HARRASSMENT/THREATS	52
HEADACHE-EMD	HEADACHE	14
HEART-EMD	HEART PROBLEMS - AICD	1
HEAT/CLD-EMD	HEAT / COLD EXPOSURE	1
HEMORR-EMD	HEMORRHAGE / LACERATION	11
HOMEINV	HOME INVASION	4
HRPD	HIT & RUN PD	35
HRPI	HIT & RUN PI	1
ILL-DUMP	ILLEGAL DUMPING	50
INDEXPO	INDECENT EXPOSURE	1
INSPECTION	FIRE INSPECTION	74
INTPERS	INTOXICATED PERSON	11
INVE	INVESTIGATE ----- AT	776
IPV	IMPROPERLY PARKED VEHICLE	5
JUV	JUVENILE PROBLEMS	70
LARCIP	LARCENY IN PROGRESS	2
LARC	LARCENY - ALREADY OCCURRED	162
LOIT	LOITERING COMPLAIN	14
LOST	LOST PROPERTY	8
LOUD	LOUD MUSIC	108
MEDICAL	MEDICAL	10
MEN	MENTAL SUBJECT	78
MISS	MISSING PERSON	15
OPEN	OPEN DOOR/WINDOW	7
OVERDOSE-EMD	OVERDOSE / POISONING (INGESTION)	9
PDAMG	PROPERTY DAMAGE ALREADY OCCUR	85
PDMGIP	PROPERTY DAMAGE IN PROGRESS	2
PREGNANT-EMD	PREGNANCY/CHILDBIRTH/MISCARRIA	7
PROW	PROWLER	26
RACE	RACING/HIGH SPEED DRIVING	2
RAPE	RAPE	2
RECFPI	RECOVERED/FOUND PROPERTY	22
ROBARM	ROBBERY ARMED	12
ROBBERY	ROBBERY	2
RUN	RUNAWAY	5
SHOP	SHOPLIFTER	25
SHOTS	SHOTS FIRED	73
SICK-EMD	SICK PERSON	98
STABBING-EMD	STABBING / GUNSHOT / PENETRATING	8

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

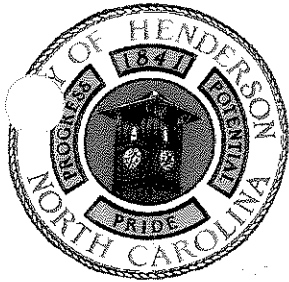
Jurisdiction: HEN-VAN

First Date: 05/21/2012

Last Date: 06/20/2012

<i>Complaint</i>		<i>Number</i>
STOLV	STOLEN VEHICLE	13
STROKE-EMD	STROKE (CVA)	7
SUBINCUS	SUBJECT IN CUSTODY	25
SUICIDE-EMD	SUICIDE / PSYCHIATRIC / ABNORMAL I	5
SUMMONS	CIVIL / CRIMINAL SUMMONS	459
SUPSUB	SUSPICIOUS SUBJECT	98
SURR	SURRENDER	16
SUSVEH	SUSPICIOUS VEHICLE	134
TEST	TEST CALL	80
Traffic Stop	VEHICLE STOP	466
TRANSPORT	TRANSPORT	1
TRAUMA-EMD	TRAUMATIC INJURY (SPECIFY IN NARI	6
TREEDWN	TREE DOWN	5
TRES	TRESPASSING SUSPECT	130
UNAUTHVEH	UNAUTHORIZED USE VEHICLE	9
UNCONC-EMD	UNCONCIOUS / FAINTING OR NEAR	37
UNKNOWN-EMD	UNKNOWN PROBLEM (MAN DOWN)	7
WARRANT	WARRANT	403
WATER	WATER RELATED PROBLEM	23
WRIT	WRIT OF EXECUTION	2
XRAY	COURTHOUSE X RAY DUTY	2

Report Total: 5935



Henderson Fire Department

211 Dabney Drive
Henderson, North Carolina 27536

Phone: (252) 438-7315

Fax: (252) 438-1460

Daniel E. Wilkerson
Fire Chief

TO: RAY GRIFFIN, CITY MANAGER
FROM: DANIEL E. WILKERSON, FIRE CHIEF
DATE: JULY 3, 2012

FIRE SUPPRESSION AND RESCUE ACTIVITY REPORT FOR: JUNE , 2012

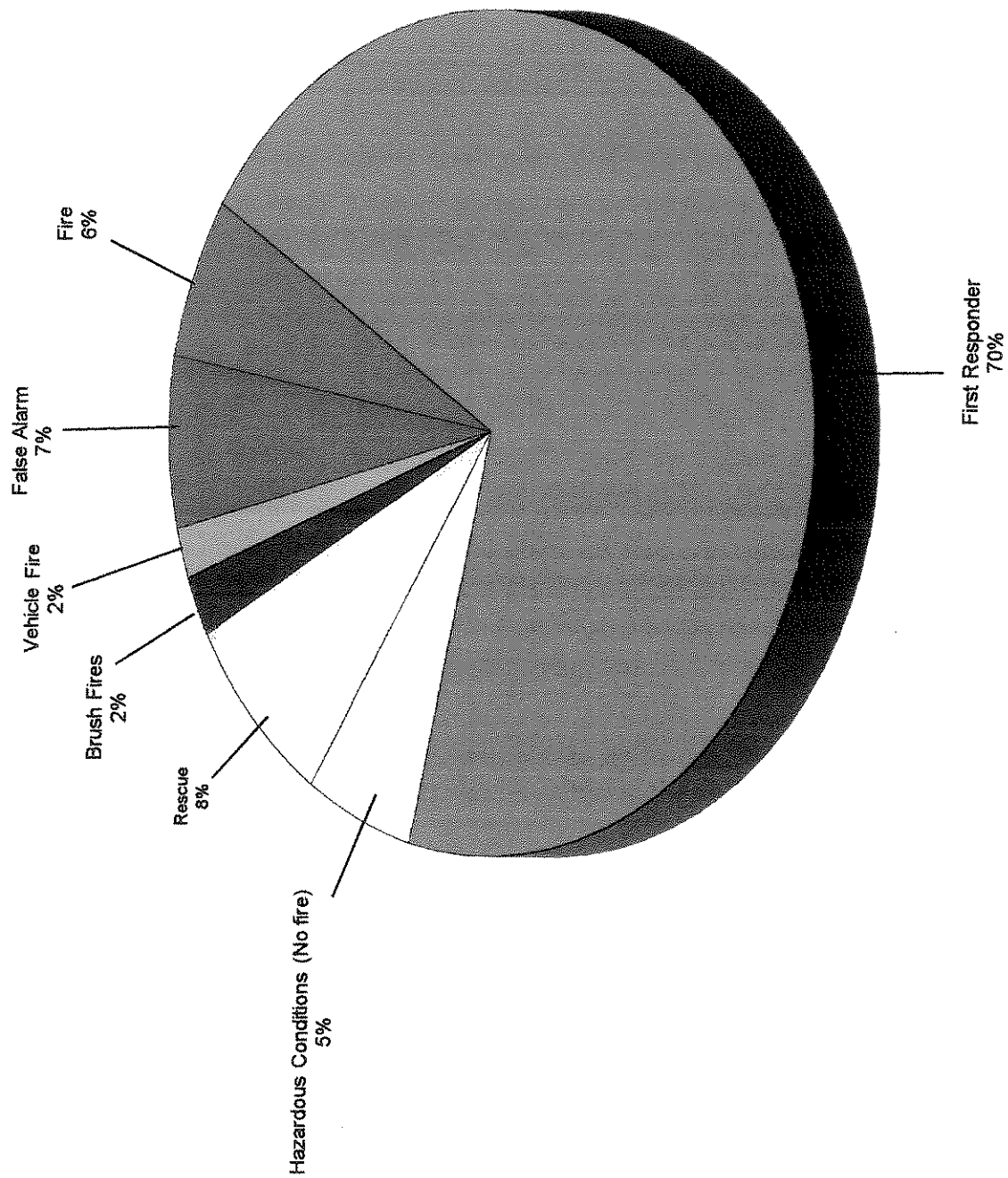
TYPE OF CALL	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
PRIVATE DWELLINGS (1 or 2 Family), Including Mobile Homes	2	6	36
APARTMENTS (3 or More Families)	3	0	7
HOTELS AND MOTELS	0	0	0
ALL OTHER RESIDENTIAL (Dormitories, Boarding Houses, Tents, etc.)	0	1	1
PUBLIC ASSEMBLY (Church, Restaurant, Clubs, etc.)	1	0	3
SCHOOLS AND COLLEGES	0	0	0
HEALTH CARE AND PENAL INSTITUTIONS (Hospitals, Nursing Homes, Prisons, etc.)	1	0	2
STORES AND OFFICES	1	0	3
INDUSTRY, UTILITY, DEFENSE, LABORATORIES, MANUFACTURING	0	0	0
STORAGE IN STRUCTURES (Barns, Vehicle storage Garages, General Storage, etc.)	0	0	0
OTHER STRUCTURES (Outbuildings, Bridges, etc.)	0	0	0
WORKING STRUCTURE FIRE	3	2	7
FIRES IN HIGHWAY VEHICLES (Autos, Trucks, Buses, etc.)	5	4	21
FIRES IN OTHER VEHICLES (Planes, Trains, Ships, Construction or Farm Vehicles)	0	0	0

FIRE OUTSIDE OF STRUCTURES WITH VALUE INVOLVED, BUT NOT VEHICLES (Outside Storage, Crops, Timber, etc.)	0	0	1
FIRES IN BRUSH, GRASS, WILD LAND (Excluding Crops and Timber) With No Value Involved	1	0	13
FIRES IN RUBBISH, INCLUDING DUMPSTERS (Outside structures), With No Value Involved	5	5	17
ALL OTHER FIRES	0	1	3
RESCUE	20	22	123
FIRST RESPONDER	181	155	1023
FALSE ALARM RESPONSES (Malicious or Unintentional False Calls, Malfunctions, Bomb Scares)	17	21	97
MUTUAL AID OR ASSISTANCE RESPONSES	2	1	5
HAZARDOUS MATERIALS RESPONSES (Spills, Leaks, etc.)	4	3	19
OTHER HAZARDOUS RESPONSES (Arcing wires, Bomb Removal, Power Line Down, etc.)	10	2	18
ALL OTHER RESPONSES (Smoke Scares, Lock-Outs, Animal Rescues, etc.)	3	1	10
TOTALS	259	224	1409

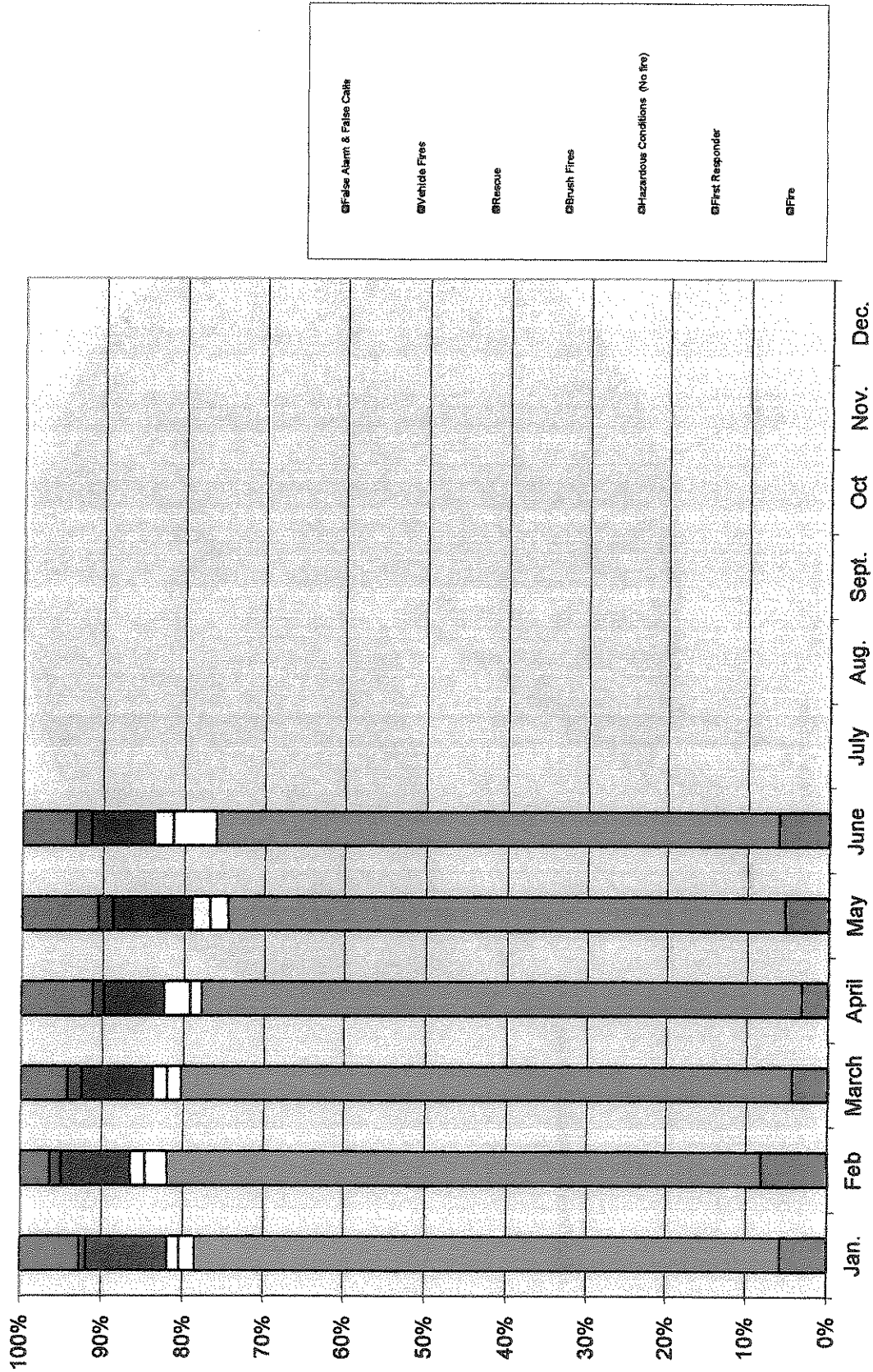
	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
Total Fire Incidents With Property and/or Contents Loss	12	13	49
Total of Property and Contents Value Saved	\$ 8,215,765.00	\$ 553,391.00	\$ 9,315,149.00

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

Incident Summary For June 2012



YEAR TO DATE SUMMARY BY MONTH FOR 2012



INSPECTION ACTIVITIES REPORT FOR:
JUNE, 2012

INSPECTIONS	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
ASSEMBLY	13	3	31
BUSINESS	29	12	128
EDUCATIONAL	0	0	4
HAZARDOUS	0	0	0
INDUSTRIAL	0	0	2
INSTITUTIONAL	1	1	2
MERCANTILE	14	2	60
RESIDENTIAL	5	3	21
STORAGE	1	0	1
DAY CARE	1	2	9
HOME CARE	0	0	0
FOSTER CARE	1	4	11
VACANT	11	0	20
TOTALS	76	27	289

	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
CODE VIOLATIONS	57	55	427
FOLLOW UP INSPECTIONS	25	12	87

FIRE PREVENTION ACTIVITY REPORT FOR YEAR OF: June 2012

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
Service Calls to Residents	10	15	9	5	11	7							57
Smoke Alarms Installed	4	7	1	5	8	4							29
Batteries Installed in Smoke Alarms	6	4	8	11	5	4							38
Fire Extinguisher Classes	0	0	0	0	0	1							1
School / Daycare Presentations	3	1	2	1	2	3							12
Community / Civic Group Presentations	3	1	0	1	3	1							9
Station Tours	2	0	5	1	2	3							13
Total Participants in Fire & Life Safety Programs	200	50	150	400	500	350							1650
Community / Business Displays	0	0	0	4	1	2							7
Child Safety Seat Clinics	0	0	1	0	0	1							2
Child Safety Seats Inspected	8	11	7	20	10	6							62
Child Safety Seats Distributed	2	4	0	5	0	1							12

MONTHLY CITATION REPORT FOR THE MONTH OF: June 2012

LOCATION	CURRENT MONTH FIRE LANE	CURRENT MONTH HANDICAPPED	LAST MONTH FIRE LANE	LAST MONTH HANDICAPPED	YEAR TO DATE
Cardinal Plaza					0
Compare Foods					0
Crossroads Shopping Center					0
Dabney Shopping Center				1	1
Dabney West Mall					1
Golden Corral					0
Guardian Care					0
Henderson Mall					0
Henderson Square					0
Lowe's					0
Maria Parham Hospital					0
Market Place					0
Northside Plaza					0
Oak St					0
Rose's Norlina Rd					0
Staples					0
Vance County Courthouse					0
Vance Medical Arts Bldg					0
Vance Square					0
Village Square					0
Wal Mart		6	0	5	53
Walgreens					0
TOTALS	0	6	0	6	55

TRAINING DIVISION PRODUCTIVITY - JUNE 2012

Henderson Fire Department

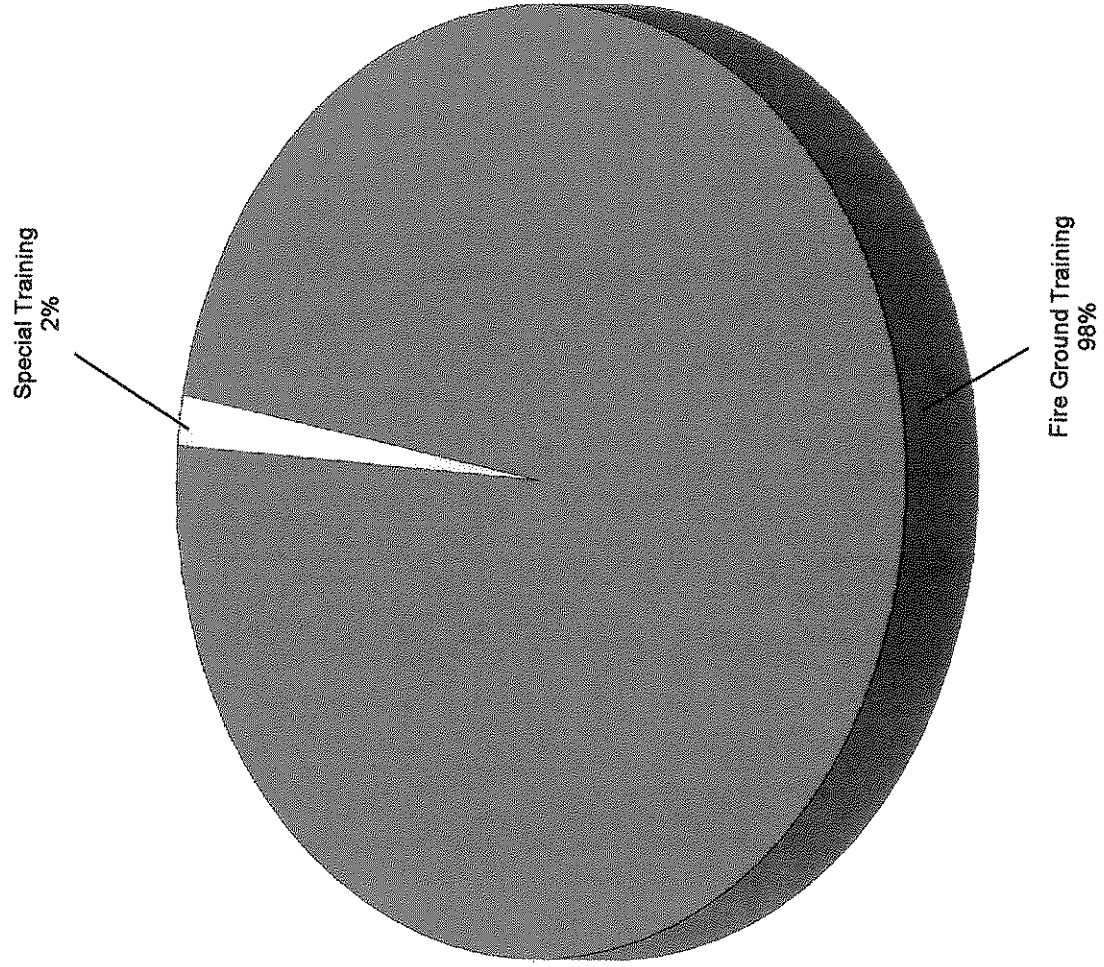
Types of Courses Taught	Course Hours Taught	Man-hours of Training
Fire Ground Training	166.5	1037.5
EMS / Rescue Training	0	0
Special Training	3	18

Totals	169.5	1055.5
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	Course Hours Taught	Man-hours of Training
PREVIOUS MONTH TOTAL	195.5	1378.5

YEAR - TO - DATE TOTAL	965.8	7262.8
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Training Hours by Category - June 2012



Fire Department Regulatory Compliance

The Fire Department has met all regulatory compliance items for the month of June, 2012