



AGENDA

Henderson City Council Regular Short Meeting

Monday, 26 November 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. Inscoe

Councilmember D. Michael Rainey

Councilmember Brenda G. Peace—Jenkins

Councilmember Garry D. Daeke

Councilmember Vernon L. Brown

Councilmember George M. Daye

City Officials

A. Ray Griffin, Jr., City Manager

John H. Zollicoffer, Jr., City Attorney

Esther J. McCrackin, City Clerk

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION AND PLEDGE OF ALLEGIANCE

IV. OPENING REMARKS

In order to provide for the highest standards of ethical behavior and Transparency in Governance as well as provide for good and open government, the City Council has approved Core Values regarding Ethical 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) 8 October 2012 Regular Meeting [See Notebook Tab 1]*
- b) 15 October 2012 Special Called Meeting*
- c) 5 November 2012 Special Called Meeting*

VII. PRESENTATIONS/RECOGNITIONS

- a) Purple Heart City Proclamation [See Notebook Tab 2]*
- b) Economic Development Commission Presentation*
- c) Recognition of Vance Granville Community College Civics Class*

VIII. PUBLIC HEARING

- a) Consideration of Approval of Ordinance 12-77, Amending Section 310A.17.14 of the Henderson City Zoning Code to Allow Medical Laboratories in the B4 Zoning Districts as a Matter of Right. (CAF 12-137) [See Notebook Tab 3]*
 - Public Hearing
 - Ordinance 12-77
- b) Consideration of Approval of Resolution 12-A-48, Approving the Submission of the Application for 2012 Funding Cycle of a Talent Enhancement Capacity Building Grant. (CAF 12-A-76) [See Notebook Tab 4]*
 - Public Hearing
 - Resolution 12-A-48

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. NEW BUSINESS

- a) Consideration of Approval of 1) Resolution 12-92, Approving an Engineering Contract with McGill Associates to Perform Engineering Services Related to Improvements of the Sandy Creek Pump Station; and 2) Ordinance 12-78, FY 13 Budget Amendment #17, Amending the CIP Sewer Fund Relative to the Engineering Services for the Sandy Creek Pump Station Improvements Project. (CAF 12-B-36) [See Notebook Tab 5]*
 - Resolution 12-92
 - Ordinance 12-78

- b)** Consideration of Approval of 1) Resolution 12-73, Acceptance of a Clean Water Management Trust Fund (CWMTF) Grant in the Amount of \$600,000 for Improvements at the Henderson Water Reclamation Facility; and 2) Ordinance 12-66, FY 13 Budget Amendment #12, Amending Fund 44, CIP Sewer Improvements, to Include These Funds. (CAF 12-115) [See Notebook Tab 6]
- Resolution 12-73
 - Ordinance 12-66
- c)** Consideration of Approval of Resolution 12-91, Endorsing the Vance County 2012-2022 Solid Waste Management Plan. (CAF 12-138) [See Notebook Tab 7]
- Resolution 12-91
- d)** Consideration of Approval of Resolution 12-95, A Resolution Concerning Loss of “Transitional Hold Harmless” Reimbursement Funds. (CAF 12-142) [See Notebook Tab 8]
- Resolution 12-95
- e)** Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of September 2012. (CAF 12-133) [See Notebook Tab 9]
- f)** Major Project Update Report. [See Notebook Tab 10]

XI. CONSENT AGENDA

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

- a)** Consideration of Approval of Resolution 12-94, Employee Appreciation One-Time Salary Supplement. (CAF 12-141) [See Notebook Tab 11]
- Resolution 12-94
- b)** Consideration of Approval of Resolution 12-90, Adopting the 2013 City Council Meeting Schedule. (CAF 12-135) [See Notebook Tab 12]
- Resolution 12-90

XII. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

XII. REPORTS

- a)** Mayor/Mayor Pro-Tem
- b)** City Manager
- c)** City Attorney
- d)** City Clerk
 - i. Calendar Notes and Schedule Update *[See Notebook Tab 13]*
 - ii. Henderson-Vance County 911
 - iii. Henderson Fire Department
 - iv. Proclamations

XIV. CLOSED SESSION

- a)** Pursuant to G.S.§143-318.11 (a)(3) for Attorney-Client Privilege Matters

ADJOURNMENT

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.

City Council Minutes

Regular Meeting - DRAFT

8 October 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, and George M. Daye.

ABSENT

Council Member Vernon Brown.

STAFF PRESENT

City Manager Ray Griffin, City Attorney John Zollicoffer, City Clerk Esther J. McCrackin, Assistant City Manager Frank Frazier, Planning Director Erris Dunston and Engineering Director Peter Sokalski.

CALL TO ORDER

The 8 October 2012 Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:01 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

Mayor O'Geary said he was glad to see so many citizens present and mentioned citizens are always welcome.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. City Clerk McCrackin said a *Closed Session* will be added at the end of the meeting in accordance with G.S. 143-318.11(a)(3) – *Consultation with the Attorney* for four items and G.S. 143-318-11(a)(5), a *Land Acquisition* issue. A *Presentation/Recognition* section was also added to introduce a new staff

member to Council. Council Member Inscoe moved to accept the Agenda as adjusted. Motion seconded by Council Member Rainey and unanimously approved.

APPROVAL OF MINUTES

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Kearney moved to accept the minutes for 24 September 2012 Short Regular Meeting and 24 September 2012 Work Session Meeting minutes as presented. Motion seconded by Council Member Rainey and unanimously approved.

PRESENTATIONS/RECOGNITIONS

City Manager Griffin asked Planning Director Erris Dunston to introduce the City's newest employee, Ms. Pamela Weathers-Hester. Ms. Dunston asked Ms. Weathers-Hester to join her at the podium saying she was very happy to be introducing Ms. Weathers-Hester as the new Main Street Manager. Ms. Weathers-Hester will begin work on October 15 and comes to the City with experience in retail, marketing and best of all --- she is a native of Henderson. Ms. Weathers-Hester introduced herself to each Council Member was warmly greeted by everyone.

PUBLIC HEARING

Rezoning a 1.96+/- Tract Located on the Corner of Oxford Road and Ruin Creek Road from R15M (Moderate to Low Density Residential-HUD Code Home District) to O-I (Office Institutional Zoning District). (*Reference: CAF 12-122; Ordinance 12-70*)

City Manager Griffin said he understood the petitioner has verbally withdrawn this application; however, no written request has been received so the hearing will continue as planned. He then asked Planning Director Erris Dunston to present the Planning Board's recommendation.

Ms. Dunston said this issue came before the Planning Board on 10 September. She said comments from residents and members of the Board were considered and ultimately the Board felt this rezoning would not be in harmony with the community. The Planning Board recommends denial of the request.

Council Member Daeke confirmed that there was an oral request and Council Member Inscoe confirmed this Public Hearing would proceed as normal.

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

Chubby Thompson, 2000 Ruin Creek Road. Mr. Thompson asked Council to disapprove the rezoning request saying this area was a nice close knit community, and they would like to maintain the current status.

Ms. Mary Pegram, 2495 Ruin Creek Road. Ms. Pegram said she owned the property adjacent to the property under discussion and asked that Council keep things the same. She mentioned the heavy traffic on Rte. 158 Business and asked Council to abide by the Planning Board's recommendation to deny the rezoning request.

Mr. Tim Jenks, 1861 Ruin Creek Road. Mr. Jenks said he moved to this area of the ETJ in 1994 and has enjoyed the closeness to the City and the beautiful neighborhood. He said the opposite end of Ruin Creek Road has businesses, and he said he was afraid if this is approved, the neighborhood will be lost. He asked Council to keep the area residential.

Mr. Donald Strickland, 4080 Rte. 158 Business. Mr. Strickland agreed that the area is a nice neighborhood and he would hate to see the integrity changed. He said the neighborhood blends well with the churches, school and rest home in the area. Mr. Strickland also said he appreciated hearing of the withdrawal of the request by the applicant.

With no further comments, Mayor O'Geary then closed the Public Hearing and asked for Council's pleasure.

Council Member Daeke asked for verification that a yes vote would be for the denial of the request. City Attorney John Zollicoffer said if the motion was to deny the request, then a yes vote would be to deny rezoning the tract located on the corner of Oxford Road and Ruin Creek Road.

Council Member Daeke then moved to deny approval of Ordinance 12-70, *Rezoning a 1.96+/- Tract Located on the Corner of Oxford Road and Ruin Creek Road from R15M (Moderate to Low Density Residential-HUD Code Home District) to O-I (Office Institutional Zoning District)*. Motion seconded by Council Member Peace-Jenkins and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Daye. NO: None. ABSTAIN: None. ABSENT: Brown. (See Ordinance Book 8, p. 491)

Rezoning a 0.20 +/- Tract Located at 1345 North Garnett Street and a 0.154 +/- Tract Located at 1355 N. Garnett Street from B2A (Highway Commercial "A" Zoning District) to R6 (High Density Residential Zoning District). (Reference: CAF 12-130; Ordinance 12-72)

City Manager Griffin asked Planning Director Erris Dunston to summarize the Planning Board's recommendation. Ms. Dunston said this applicant has applied for rezoning of these two properties from commercial back to residential. She said these properties are currently zoned for business and are located north of town where businesses have not been very unsuccessful. She said one property is currently rented as residential. The other property has been vacant for a period of time.

Council Member Kearney confirmed that this zoning change would change the use of the property back to residential use. Ms. Dunston said yes.

Council Member Inscoe confirmed that both tracts are currently zoned commercial business and asked about the surrounding properties. Ms. Dunston said both sides are currently commercial business; however, the back of the properties abut residential areas.

Council Member Coffey confirmed the request is for both tracts to be rezoned residential. Ms. Dunston said yes.

With no other discussion, Mayor O'Geary opened the Public Hearing by asking if anyone was present who wished to speak in favor of this rezoning.

Mr. Nathaniel Faucette, 1845 Summit Road. Mr. Faucette said he is the owner of the two tracts and said he has been unable to lease the properties for any length of time due to lack of successful business and stated one property had been vacant for approximately 10 years.

City Attorney Zollicoffer asked if Mr. Faucette understood that if the properties are zoned residential, they cannot be rezoned commercial for a period of one year. Mr. Faucette said he understood.

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

Council Member Coffey then asked for clarification regarding why the one property had been vacant for so long and it was stated because there was no business traffic.

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

Council Member Kearney moved the approval of Ordinance 12-72, *Rezoning a 0.20 +/- Tract Located at 1345 North Garnett Street and a 0.154 +/- Tract Located at 1355 N. Garnett Street from B2A (Highway Commercial "A" Zoning District) to R6 (High Density Residential Zoning District)*. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Daye and Kearney NO: None. ABSTAIN: None. ABSENT: Brown. (See Ordinance Book 8, p. 495)

PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

NEW BUSINESS

Farmers Market Progress Update. (No background materials)

Mr. Pete Burgess, committee chairman, gave Council a brief history regarding the need for the Farmers Market and said although this is a County function, it was a community project and wanted to update the City on its progress. Mr. Burgess said the project began in 2008. Since

then the committee has applied for several grants. The first grant provided \$75,000. The committee then began looking for available land and they found property costs more than anticipated. The Farm Bureau then stepped in and purchased the selected property (Beckford Drive) which has since been deeded to the County. This purchase greatly reduced the funds needed to build the structure and the committee has been successful in obtaining two other grants with a total of \$500,000 in grant dollars approved for the project. Mr. Burgess said they are currently waiting for the final drawings from the architect and anticipate bids to be put out later this month.

Mayor O'Geary thanked Mr. Burgess and the committee for their hard work. Council Member Rainey said he appreciated the effort and asked if within reason, local bids be considered to keep the work and funds within the County. Mr. Burgess said they would be taking local bids.

Council Member Coffey said she was glad to see this happening and Council Member Kearney asked if the building would be used for other events. Mr. Burgess said yes.

Mr. Burgess thanked the City for allowing the Farmers Market to use the Operations Center parking lot on Saturdays throughout the summer.

Authorizing Award of a Construction Contract for Interior Renovation Related to the Engineering Department Relocation at the Operations Center to Bridgeview Contractors, Inc. (Reference: CAF: 12-129; Resolution 12-87)

City Manager Griffin asked Assistant City Manager Frank Frazier to present this item.

Mr. Frazier said moving the Engineering Department to the Operations Center is a logical move because of the commonalities they have with the Water/Sewer/Street divisions of the Public Services Department. He said informal bids have been received from three businesses that have all worked on projects at the Operations Center, and Bridgeview Contractors submitted the lowest bid at \$24,640. Mr. Frazier did mention that the City failed to list this project on the web as they have done for previous projects.

Council Member Rainey asked about the location within the Operations Center and whether there would be a conflict with the Auxiliary 911 locating within the Operations Center. Mr. Frazier said no. He said E-911 is located at the opposite end of the building and that the area for the Engineering Department would be constructed in the right-middle portion of the building. Mr. Frazier stated the planning portion of this project was completed by the Engineering Department. Council Member Kearney asked if the Board of Elections would still have space for voting. Mr. Frazier said yes.

Council Member Inscoe asked for verification that the funds were allocated in the FY12-13 budget and said he would have liked to have seen the bidding opened so other contractors could have submitted bids. Mr. Griffin said the funds were budgeted and a list is being compiled of local contractors so they can be contacted regarding future projects. He reiterated that there was

a failure to put this project on the web and felt this list was another step toward better reaching out to the community.

Council Member Coffey said there have been previous conversations regarding how contractors could/should be notified of projects. She was disappointed this had not happened and asked that this be taken care of as soon as possible.

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

Council Member Daeke moved the approval of Resolution 12-87, *Authorizing Award of a Construction Contract for Interior Renovation Related to the Engineering Department Relocation at the Operations Center to Bridgeview Contractors, Inc.* Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Inscoe, Rainey, Peace-Jenkins, Daeke, Daye, Kearney and Coffey. NO: None. ABSTAIN: None. ABSENT: Brown. (See Resolution Book 3, p. 69)

Modifying City of Henderson's Code of Ordinances, Chapter 4, Relative to Elmwood Cemetery. (Reference: CAF 12-155; Ordinance 12-69)

City Manager Griffin said this is a tweak to the policy established when privatization of Elmwood cemetery was established. He then asked Assistant City Manager Frank Frazier to elaborate. Mr. Frazier said this modification strengthens the operations required by the Ordinance and look of the cemetery by requiring funeral homes or contractors to perform the necessary backfilling after a grave settles, and it also provides for proper ground cover.

Council Member Inscoe asked if a time frame should be included. Mr. Frazier said no time frame was included as the mounds settle at different times. Following a brief discussion, it was agreed that 60 days would be an appropriate time frame, and City Attorney Zollicoffer will rewrite that portion of the Ordinance.

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

Council Member Coffey moved the approval of Ordinance 12-69, *Modifying City of Henderson's Code of Ordinances, Chapter 4, Relative to Elmwood Cemetery.* Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Daye, Kearney, Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: Brown. (See Ordinance Book 8, p. 489)

Relinquishing the Main Street Solutions Grant in the Amount of \$299, 004 and Closing Out the Grant Project. (Reference: CAF 12-127; Resolution 12-85; Ordinance 12-75)

City Manager Griffin said a letter has been received from the Downtown Development Commission stating that it is unable to meet the grant requirements for the REEF Project (Zene Street Warehouse renovation) and have requested the City to relinquish the funds back to the

State. He said no dollars have been received and no dollars have been spent so the Ordinance simply closes out the Grant on the City books.

Council Member Rainey asked if this jeopardizes anything in the future. Mr. Griffin said no. He felt returning the grant now rather than waiting until the deadline should keep the City in good standing with the State.

Council Member Kearney expressed concern about the loss of job creation and asked what happened to the primary tenant. Mr. Griffin said he was not at liberty to discuss this issue at this time. Mr. Kearney said he was disappointed.

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

Council Member Rainey moved the approval of Resolution 12-85 *Relinquishing the Main Street Solutions Grant in the Amount of \$299, 004 and Ordinance 12-75, Closing out the Grant Project*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Daeke, Daye, Kearney, Coffey, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: Brown. (See Resolution Book 3, p 65; Ordinance Book 8, p 501)

(Clerk's Note: Council Member Kearney abstained from voting, thus his vote counted as a yes vote. City Attorney Zollicoffer verified Mr. Kearney understood his abstention would be recorded as a yes vote.)

Authorizing the Mayor and City Manager to Sign an Agreement and Documentation with Vance County, as Appropriate, Regarding the Transfer of Real Property vis-à-vis the Neighborhood Stabilization Program. (Reference: CAF 12-131; Resolution 12-88)

City Manager Griffin reminded Council that several years ago the City and County were awarded a grant through the Neighborhood Stabilization Program (NSP). In 2010 the City sold certain jointly owned tracts to the County to help implement the program and now the City has been required to sell four (4) additional lots to the County for continued NSP work. The lots are: 744 Rock Spring Street (2 lots – Parcel IDs 0069 04002 and 0069 04010); Eastway Drive (Parcel ID 0077 03003); and 815 Harriett Street (Parcel ID 0087-02002). Mr. Griffin said three (3) of the lots are vacant and one has a structure on it. As discussed during previous Council meetings, he recommends the funds received be allocated to the Code Compliance Department for property demolition.

Council Member Inscoe stated he would be abstaining from voting as he is a consultant with the Kerr-Tar Council of Governments for helping implement the NSP program for Vance County.

Council Member Kearney questioned the wording of the Resolution and following a short discussion, City Attorney Zollicoffer reworded the resolution to properly reflect the City is selling these properties to the County outright and will receive a check from the County as soon as the properties are deeded to the County.

Council Member Rainey asked if this agreement was for the four (4) lots only. Mr. Griffin said yes and went on to say the City/County attorneys are working on an inter-local agreement for all other jointly held properties, which hopefully will be presented to Council in November.

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

(Clerk's Note: Council Member Inscoe abstained from voting as he serves as a consultant with the Kerr-Tar Council of Governments for helping implement the NSP program for Vance County.)

Council Member Rainey moved the approval of Resolution 12-88 *Authorizing the Mayor and City Manager to Sign an Agreement and Documentation with Vance County, as Appropriate, Regarding the Transfer of Real Property vis-à-vis the Neighborhood Stabilization Program.* Motion seconded by Council Member Kearney and APPROVED by the following vote: YES: Daeke, Daye, Kearney, Coffey, Rainey, Peace-Jenkins. NO: None. ABSTAIN: Inscoe None. ABSENT: Brown. *(See Resolution Book 3, p 71)*

Rescinding Resolution 12-74 and Ordinance 12-A-67 FY 13 Budget Amendment #13, Amending the Economic Development Reserve Fund. *(Reference: CAF 12-A-83; Resolution 12-A-74; Ordinance 12-A-67)*

City Manager Griffin said the proposed purchase of the economic development project approved at the last meeting has not come to fruition and it is appropriate to rescind Resolution 12-74 and to re-appropriate the dollars back into the economic development fund.

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

Council Member Coffey moved the approval of Resolution 12-A-74 *Rescinding Resolution 12-74 and Ordinance 12-A-67, FY 13, Budget Amendment #14, Amending the Economic Development Reserve Fund.* Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Daye, Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, and Daeke. NO: None. ABSTAIN: None. ABSENT: Brown. *(See Resolution Book 3, p 43-A; Ordinance Book 8, p 485-A)*

Appropriating Additional Funds to the Oxford-Henderson Aeronautics Authority. *(Reference: CAF 12-132, Ordinance 12-73)*

City Manager Griffin said this has been discussed during recent prior meetings and that Commissioner Thomas was present this evening to answer any remaining questions. Mr. Griffin said Council approved \$26,100 in the FY 12-13 budget and it is his recommendation to increase the dollars allotted the airport to the \$28,750 requested. He said Council could do this by the proverbial method of "robbing Peter to pay Paul." He also said he had recently attended a meeting with the airport commissioners and the other partners of the airport and felt matching the requested dollar amount was the right thing to do at this time.

Council Member Rainey asked Mayor O'Geary if Mr. Thomas could come forward and present whatever information he felt necessary.

Mr. Thomas said he appreciated Council revisiting this request and stated the airport has been in discussion with authorities for approximately eight (8) years in an effort to lengthen the runway. He said with Authority has worked hard toward this goal which will cost approximately \$2.5M - \$3M. The grant has been approved to move forward and with all the local partners contributing their portion, the match for the grant (\$25,000) can be met.

Council Member Rainey asked about flight volume. Mr. Thomas said he was not sure about volume but did say they have 40 airplanes parked in hangers and 4-5 parked outside. He said Eastern Aviation also uses the airport and explained they provide gas to many airports on the East Coast. Mr. Thomas believes the runway extension will offer relief to Raleigh flights and sees this as helping with local taxes.

Council Member Rainey asked how much longer the runway will be at the completion of the project. Mr. Thomas said the current runway is 5,005 feet and it will be extended to 5,500 feet. Council Member Inscoe asked what type of aircraft the extended runway will accommodate. Mr. Thomas gave the Gulfstream 3 as an example. He said the lengthened runway will accommodate incoming prison flights which often use Learjets and that driving from Henderson to Butner is more convenient than the airport the Federal Prison system currently uses.

Council Member Kearney inquired about operations/internal controls and said from the audit information provided it would seem there are no ethical issues or conflicts of interest. Mr. Kearney said he was pleased to see the Authority took immediate action to correct weaknesses identified in the audit.

Council Member Coffey asked when a more current audit would be available. Mr. Griffin said probably the first of the year. Ms. Coffey also asked if any flights from the prison system now come into the airport. Mr. Thomas said they have had a few.

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

Council Member Rainey moved the approval of Ordinance 12-73, *FY13, Budget Amendment #16, Appropriating Additional funds to the Oxford-Henderson Aeronautics Authority*. 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: Brown. (*See Ordinance Book 8, p 497*)

CONSENT AGENDA

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

- a) Amending the Provisions for Cuts and Excavations of Streets and for Right of Way Management.** This Ordinance provides modification and clarification to the schedule of

fees, as well as permitting issues. (*Reference: CAF 12-95; Ordinance 12-52*) (*See Ordinance Book 8, p 455*)

- b) Supporting the Completion of the Widening of SR 1228 (Chavasse Avenue) from US 1 Business (Raleigh Road to SR 1143 (S. William Street).** The NCDOT requested a resolution from the City regarding its desire to complete the Chavasse Avenue Widening Project. (*Reference: CAF 12-124; Resolution 12-84*) (*See Resolution Book 3, p 63*)
- c) 1) Ordinance 12-71 FY 12-13 Budget Amendment #13, Amending Fund 73: Economic Development Capital Reserve Fund; and 2) Resolution 12-A-16, Authorizing an Amendment to the Capital Reserves Economic Development Fund in Regards to the North Carolina Rural Center and Golden Leaf Foundation Grants' Applications for Water Line for Economic Development Prospect 12-2; and Authorizing an Inter-Local Agreement with Vance County for Eligibility for Said Mentioned Grants..** Due to additional requirements for the project, the NC Rural Center is asking the City to increase its portion from \$954 to \$1,209. (*Reference: CAF 12-126; Resolution 12—A-16; Ordinance 12-71*) (*See Resolution Book 2, p 259; Ordinance Book 8, p. 493*)
- d) Tax Releases and Refunds from Vance County for the Month of August.** These releases and refunds are found to be in order. (*Reference: CAF 12-120*)

Mayor O'Geary asked if anyone wished to remove an item from the Consent Agenda. No request was made. Mayor O'Geary then asked for a motion on the Consent Agenda as presented.

Council Member Inscoe moved the approval of the Consent Agenda as presented. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Daye. NO: None. ABSTAIN: None. ABSENT: Brown.

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

City Clerk McCrackin advised two (2) citizens wished to address City Council.

Mr. Britt Sams, 1140 Cedar Grove Dr. (owner of Sams Furniture). Mr. Sams said he was present to ask Council to consider repealing the sidewalk display ordinance passed in April. He said he was unaware of the ordinance and then gave a summary of his business experience. Mr. Sams said he opened in 2001 and felt the business had been good to him and he felt it was good for the City. He said the existing ordinance was amended in 2006 and he has paid his yearly fee of \$100.00 to have sidewalk displays. Mr. Sams said he often has items on the sidewalk because he only has the front door so often deliveries remain on the sidewalk. He also said he thought sidewalk displays kept business downtown. He apologized for not attending the hearing in April and only realized it had passed when he was cited a few weeks ago. Mr. Sams asked Council to reconsider or re-amend the ordinance which he thought was unjust and unfair.

Mayor O'Geary asked the City Manager to look into this matter.

Dr. Wesley Crews, 197 Big Ruin Creek Lane. Dr. Crews addressed a public respect issue stating he felt it was time the City addressed the low pants issue which is indecent, morally offensive and disrespectful. He said pants must be pulled up when they enter the Court House and felt Council should enforce a code that when individuals enter the County they have to pull up their pants. He suggested a penalty of \$5.00 for the first offense and \$5.00 plus public service for subsequent offenses.

Mayor O'Geary asked the City Manager and City Attorney to look into this issue. The City Attorney said he was aware of some legal issues with this request but he would follow up with the City Manager.

Council Member Kearney thanked Dr. Crews for his comments and asked Dr. Crews to leave his notes which are incorporated by reference and hereby made part of these minutes (*see Attachment A*). Mayor O'Geary agreed something should be done. Council Member Coffey said she has the same policy in her office as the Courts meaning they have to pull up their pants before entering her establishment and Council Member Inscoe agreed the issue is out of hand.

REPORTS

- a) Mayor/Mayor Pro-Tem (No Report)
- b) City Manager – Mr. Griffin said the Surplus list was provided for Council's review and if there were no questions, the items would be declared surplus and auctioned on GovDeals.
- c) City Attorney (No Report)
- d) City Clerk – Ms. McCrackin reminded Council of the Two (2) Special Called meetings for Noon on Monday, October 15 and 6:00 p.m. on Monday, October 29.

Both Council Members Kearney and Coffey thanked Council for their support during the loss of family members during this past week.

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 four (4) Attorney-Client Privilege Matters, and G.S. §143-318.11(a)(5) for one (1) Land Acquisition Matter. Motion seconded by Council Member Rainey and unanimously approved.

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

Mayor O'Geary asked if there were any other items of discussion before adjourning.

ADJOURNMENT

Council Member Kearney moved for adjournment. Motion seconded by Council Member Coffey and unanimously approved. The meeting adjourned at 8:47 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin
City Clerk

There are baffling problems of human conduct before us today, and our traditional moral standards seem unable to arbitrate the issue and lead on to clear convictions as to what is right and what is wrong. I am addressing the issue of young and some older members of our society that are wearing pants below their buttocks exposing their dirty and stained under wear, and exposing their back rear body parts.

Most people do not like or agree with this practice, because most do not dress this way. Most people agree that this practice is indecent, unacceptable and morally offensive. We don't like it and we know that it is blatantly disrespectful. No one can do anything about it. We currently cannot do anything about it, and they know it. They are defiant and challenge anyone to correct them.

Something can be done about it. Our courts do it every day. Before anyone of this persuasion can enter our court room, they must pull their pants over their buttocks and tuck their shirt in. One must pull their pants over their buttocks in the public courts but can pull them down below their butt in public. *Why the difference?* If it is disrespectful in our public courtrooms is it not also disrespectful in our public streets?

The judge makes the rules in the courtroom. The council makes the rules for the city. You're not telling people how to dress, but they cannot show their butt in Vance Co. public streets. We are living in extraordinary times. We are called to extraordinary things. When men forget or neglect their values and ideas, civilization tends to decline. Let's recover our moral insights of our culture and spiritual heritage. Let's put forth a public decency ordinance by forbidding such indecency.

We don't want to put people in jail, but rather pay a fine. If caught for a second offense, pay a fine but also do public service. Walk down the street with a sign saying pull your pants up in Vance Co.

Dr. Westley Crews
Minister of Hughes St. Church of Christ
President of M.A.D. (Making a Difference)

City Council Minutes—DRAFT
Special Called Meeting
15 October 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, and Vernon L. Brown.

ABSENT

George M. Daye

STAFF PRESENT

City Manager Ray Griffin, City Attorney John Zollicoffer, Assistant City Manager Frank Frazier, Planning and Community Development Director Erris Dunston, Code Compliance Director Corey Williams and Youth Services Director Donna Stearns.

CALL TO ORDER

The 15 October 2012 Special Called Meeting of the Henderson City Council was called to order by Mayor James D. O’Geary at 12:00 p.m. in the R. G. “Chick” Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

Deputy Clerk Frazier called the roll and advised Mayor O’Geary a quorum was present.

Mayor O’Geary welcomed everyone to the meeting and thanked them for taking time to attend and share their thoughts with Council.

**PUBLIC HEARING: CONSIDERATION OF 2012 COMMUNITY DEVELOPMENT
BLOCK GRANT CATALYST PROGRAM GRANT PROPOSAL**

Mayor O’Geary asked the City Manager to present the item of business for which the meeting was called. Mr. Griffin summarized Council’s previous discussions about applying for a *capacity building grant* or a *catalyst grant* in this year’s Community Development Block Grant (CDBG) applications’ rounds. Based on Council’s interest in looking more deeply into the *catalyst grant* potential, Messieurs Rick Seekins and Mike Ciriello, Kerr-Tar Regional Council

of Governments (KTRCOG) planners, were asked to review the grant guidelines and develop a program opportunity that they felt would be the most competitive.

Mr. Griffin requested Mayor O'Geary to invite Mr. Ciriello to come to the podium. Additionally, Mayor O'Geary recognized Ms. Diane Cox, Interim Director of the KTRCOG and thanked her for her agency's support of the City's interest in this matter.

Mr. Ciriello guided Council and the audience through a PowerPoint presentation that detailed the highlights of the Henderson City Center Catalyst grant concept draft. A summary of his presentation is provided below:

(continued on following page)



Henderson City Center Catalyst Project Summary

Proposal Highlights:

- The City of Henderson is seeking funds from the recently announced North Carolina Department of Commerce's Community Development Block Grant (CDBG) Catalyst Program; those funds will be used for various physical feature upgrades in the various corridors of the City that lead to neighborhoods and districts that need improvement.
- At the same time it is launching a longer-range program to identify and develop the various corridors and districts that compose and link the entire City of Henderson; that program is designed to create a new era of community wealth and prosperity that will allow growth and expansion of our physical, economic, intellectual, and cultural infrastructure of Henderson and the adjoining parts of Vance County.
- The third and possibly most vital component of this proposal is the development of a Partnership for Henderson, a partnership of our public, business, cultural and civic leadership. That leadership will work together to develop the blueprints and designs for development of each of the vital infrastructures identified above, the physical, economic, intellectual, and cultural components of our City.
- This vision of a wealthy and prosperous Henderson will emerge from the exploration of the successful redevelopment efforts of various other communities in the US that have faced the same dismal future and took action to create new, vital, thriving communities that are moving with success into the 21st Century.
- As we move to identify the various **corridors and districts** that are featured throughout Henderson, we will identify existing corridors, such as the Garnett/Chestnut Corridor, as well as new corridors that exist but need enhancement, such as the Embassy/Breckenridge/Orange corridor. One of the principal activities that will be undertaken with the CDBG Catalyst Funds will be various ways that we can highlight and enhance those corridors that connect districts that need increased connectivity and linkage to other parts of the City and to enhanced economic prospects.

- In a similar way, we will be identifying areas of Henderson that have a clear cultural and economic identity so that we can develop and enhance the advantages of those districts. Several examples include the downtown government district, the warehouse districts, the Old West End, and the emerging intermodal transportation district, along with several others. Each of these districts has advantages that in many cases have been overlooked and need identification and development.
- In order to coordinate, endorse and gather resources needed to develop these areas, the **Partnership for Henderson** will collect the various leaderships that coordinate the various aspects of Henderson's life. The leadership of the City of Henderson and Vance County governments will be included. The Partnership will include the business community, and hopefully the Henderson/Vance County Chamber of Commerce, and the Vance County Economic Development Commission, so the organizations currently including business leaders will be included rather than developing a new leadership team.
- The partnership will also hopefully include the faith-based and civic organizational leadership as well as community based organizations such as the Embassy Foundation, Franklin-Vance Warren Opportunities, etc. , which provides another aspect of the Community's leadership. As the various leadership groups and people.

As we continue to develop the proposal for the components of the CDBG Catalyst Grant Application, we will also continue to develop the various other aspects of this community-altering proposal and the City will make announcements of further refinements of the proposal as the second CDBG public hearing occurs in the near future and on other occasions as they arise.



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Henderson City Center Catalyst

Creating Great Places: Successful Public Spaces and Links

Cities are like living organisms, while there may be parts of less-than-optimal health, a truly thriving place is one where the whole is robust and healthy. While improvements can be made around the edges, without a healthy core, communities will struggle to survive. Great public spaces are where celebrations are held, social and economic exchanges take place, friends run into each other, and cultures mix. They are the “front porches” of our public institutions – libraries, field houses, neighborhood schools – where we interact with each other and government. When the spaces work well, they serve as a stage for our public lives. These are some of the principles used to create the proposals for Henderson’s Catalyst Projects. What makes some places succeed while others fail? In evaluating thousands of public spaces around the world, researchers have found that successful ones have four key qualities:

- They are **accessible**;
- People are engaged in **activities** there;
- The space is **comfortable** and has a good image; and finally,
- It is a **sociable** place: one where people meet each other and take people when they come to visit.

The **Place Diagram** is a tool to help people in judging any place, good or bad:



Imagine that the center circle on the diagram is a specific place that you know: a street corner, a playground, a plaza outside a building. You can evaluate that place according to four criteria in the orange ring. In the ring outside these (the green ring) main criteria are a number of **intuitive or qualitative** aspects by which to judge a place; the outer edge (in blue) shows the **quantitative aspects** that can be measured by statistics or research.

Access & Linkages

You can judge the accessibility of a place by its connections to its surroundings, both visual and physical. A successful public space is easy to get to and get through; it is visible both from a distance and up close. The edges of a space are important as well: For instance, a row of shops along a street is more interesting and generally safer to walk by than a blank wall or empty lot. Accessible spaces have a high parking turnover and, ideally, are convenient to public transit.

Questions to consider on Access & Linkages:

- Can you see the space from a distance? Is its interior visible from the outside?
- Is there a good connection between the space and the adjacent buildings, or is it surrounded by blank walls? Do occupants of adjacent buildings use the space?
- Can people easily walk to the place? For example, do they have to dart between moving cars to get to the place?
- Do sidewalks lead to and from the adjacent areas?
- Does the space function for people with special needs?
- Do the roads and paths through the space take people where they actually want to go?
- Can people use a variety of transportation options – bus train, car, bicycle, etc. – to reach the place?
- Are transit stops conveniently located next to destinations such as libraries, post offices, park entrances, etc.?

Comfort & Image

Whether a space is comfortable, is attractive and has a good image – are keys to its success. Comfort includes perceptions about safety, cleanliness, and the availability of places to sit – the importance of giving people the choice to sit where they want is generally underestimated. Women in particular are good judges on comfort and image, because they tend to be more discriminating about the public spaces they use.

Questions to consider on Comfort & Image:

- Does the place make a good first impression?
- Are there enough places to sit? Are seats conveniently located? Do people have a choice of places to sit, either in the sun or shade?
- Are spaces clean and free of litter? Who is responsible for maintenance? What do they do? When?
- Does the area feel safe? Is there a security presence? If so, what do these people do? When are they on duty?
- Are people taking pictures? Are there many photo opportunities available?
- Do vehicles dominate pedestrian use of the space, or prevent them from easily getting to the space?

Uses & Activities

Activities are the basic building blocks of a place. Having something to do will give people a reason to come to a place – and a reason to return. When there is nothing to do, a space will be empty and that generally means that something is wrong.

Principles to keep in mind in evaluating the uses and activities of a place:

- The more activities that are going on and that people have an opportunity to participate in, the better.
- There is a good balance between men and women (women are more particular about the spaces that they use).
- People of different ages are using the space (retired people and people with young children can use a space during the day when others are working).
- The space is used throughout the day.
- A space that is used by both singles and people in groups is better than one that is just used by people alone because it means that there are places for people to sit with friends, there is more socializing, and it is more fun.
- The ultimate success of a space is how well it is managed.

Questions to consider on Uses & Activities:

- Are people using the space or is it empty?
- Is it used by people of different ages?
- Are people in groups?
- How many different types of activities are occurring – people walking, eating, playing baseball, chess, relaxing, reading?

- Which parts of the space are used and which are not?
- Are there choices of things to do?
- Is there a management presence, or can you identify anyone in charge of the space?

Sociability

This is a difficult quality for a place to achieve, but once attained it becomes an unmistakable feature. When people see friends, meet and greet their neighbors, and feel comfortable interacting with strangers, they tend to feel a stronger sense of place or attachment to their community – and to the place that fosters these types of social activities.

Questions to consider on Sociability:

- Is this a place where you would choose to meet your friends? Are others meeting friends here or running into them?
- Are people in groups? Are they talking with one another?
- Do people seem to know each other by face or by name?
- Do people bring their friends and relatives to see the place or do they point to one of its features with pride?
- Are people smiling? Do people make eye contact with each other?
- Do people use the place regularly and by choice?
- Does a mix of ages and ethnic groups that generally reflect the community at large?
- Do people tend to pick up litter when they see it?



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Henderson City Center Catalyst Henderson Public Market

Public markets can revitalize communities, promote economic development, and perhaps most importantly, create an infectious sense of goodwill. Henderson is an important commercial center and strategically located for easy access making it a natural location to explore the potential for a public market. A public market in Henderson, in addition to serving as a catalyst for new businesses, may serve as a catalyst for conferences, market shows, and product showcasing events like an annual flower show, textiles show, etc.

Drawing on the experience of other places, public market can:

- Catalyze neighborhood and downtown revitalization
- Build community and create a sense of local ownership and pride
- Educate members of the community, especially schools and local businesses, about the myriad benefits of markets
- Promote economic development; Support local products and the local exchange of goods
- Build and enhance social capital: Markets as places which draw people together
- Provide accessible food to all members of the community through EBT, food stamps and other programs
- Inspire a feel-good ambiance
- Create opportunities for small businesses

Catalyze neighborhood and downtown revitalization. Markets serve as an anchor attraction for a downtown or neighborhood, drawing foot traffic which – with the right location – spills into adjacent retail areas and can spark neighborhood revitalization. A great example can be found in Barcelona, which has 46 markets (most of them indoor market halls) in the city itself and over 150 if you consider the surrounding province. In the 19th Century, the expanding city developed a plan that laid out an infrastructure of water, utilities, streets, parks – and markets to provide food – as key public investments. Today, few people in Barcelona live less than a 10 minute walk from a market hall with abundant food products. The city is spending millions of dollars renovating its public markets, helping to reinvigorate neighborhoods they have served for over a century. Barcelona provides a powerful example of how government and citizen input can leverage the transformative role of markets.

Build community and create a sense of local ownership and pride. Markets can help build community because they are, indeed, about all things local. They are also invaluable tools to improve low-income communities. “High Hopes for Low-Income, Neighborhood Markets,” by Karen Washington of La Familia Verde, Daniel Ross of Nuestras Raices, and Jason Harvey of Oakland, CA Food Connection write about individual efforts to create community-based markets in high-risk neighborhoods. All three programs developed from the community’s needs and are operated by community members. Their relationship to the community makes their markets’ value priceless because of the sense of pride they have instilled in the neighborhood.

Educate members of the community, especially schools and local businesses, about the myriad benefits of markets. Markets are wonderful places to educate people and make learning fun. In Portland, OR, the Portland Farmers Market uses online tools and in-person events to bring people together and connect them to both one another and their local markets. Cooking classes, children’s events, live music from local artists and holiday celebrations highlight assets of the Portland area. Interactive market maps online allow people to track their favorite farmers, and online profiles introduce

shoppers to local vendors in advance. These efforts have been so successful that when Education and Events Manager Anna Curtin tried to start a market page on the widely-popular social networking site Facebook, she found that an individual shopper had already done so.

Promote economic development and support local products and the local exchange of goods. As supermarkets have come to dominate our national and international food distribution system, we have the ability in most cities to eat pretty much what we want to when we want to. However, we have lost the local connections – and economic development potential – that growing, making, and selling locally produced products can bring to a region.

Market places, like those in Germany, The Netherlands, Canada, and United Kingdom, are showcases for local products and annual fairs including many Christmas Fairs, book fairs, industrial fairs, and flower shows. In New England, annual antique and holiday product shows are highlights of a community's annual calendar.

Build and enhance social capital: Markets as places which draw people together. Markets are community anchors: they provide a way to bring people together, anchoring a community around food and place, but they are always “shifting” and evolving, just as a community shifts and evolves.

Provide accessible food to all members of the community through EBT, food stamps and other programs. Too many neighborhoods lack access to fresh, healthy food, and community leaders, health providers and politicians are turning to farmers markets to help solve this problem. However, simply putting a once- or twice-a-week farmers market into a food insecure neighborhood is often not enough because for many low-income shoppers, the price of local food is a huge barrier. For these markets to begin to meet the needs of their communities they need to go beyond bringing healthy produce, meat and dairy into the neighborhood.

Inspire a feel-good ambiance. One of the greatest things about a market is its ability to generate happiness and goodwill at the heart of a community. It is often difficult, however, to find space for a market that is both centrally located and accessible to a diverse range of community members.

Create opportunities for small businesses. Markets are, by their nature, business incubators. With the right management, market managers can help new vendors start businesses in markets and help them learn and appreciate how being a market vendor is different than running other retail businesses. David O' Neil, of a private-public market consulting firm, PPS, speaks about the importance of vendor education: “Markets lower the rungs of economic opportunity to a level where almost anyone with a good idea can get started at an outdoor market,” he said. “It's very important to preserve markets as places for small businesses to get a foothold so cities and towns do not just become places for the well-to-do. A vendor can rent 100 square feet (or less) at a market, which opens up economic opportunities to an entire class of people who are priced out of renting a store.” PPS is currently working on a handbook that provides vendors in minority markets with a framework for a successful market stall. It includes tips on how to conduct initial research, manage inventory, grow business and build a customer base. It also has sample forms including a rental agreement and budget sheets.



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Henderson City Center Catalyst ~ Streets

Characteristics of a **Great Street** include:

- Provides orientation to its users, and connects well to the larger pattern of ways.
- Balances the competing needs of the street — driving, transit, walking, cycling, servicing, parking, drop-offs, etc.
- Is lined with a variety of interesting activities and uses that create a varied streetscape.
- Has urban design or architectural features that are exemplary in design.
- Encourages human contact and social activities.
- Promotes safety of pedestrians and vehicles and promotes use over the 24-hour day.
- Is well maintained, and capable of being maintained without excessive costs.

Has a memorable character.

The streets of our cities and towns are an important part of our communities. They allow children to get to school and parents to get to work. They bring together neighbors and draw visitors to neighborhood stores. These streets ought to be designed for everyone — whether young or old, on foot or on bicycle, in a car or in a bus — but too often they are designed only for speeding cars or creeping traffic jams.

NCDOT and numerous cities, towns and counties around the state and country have adopted Complete Street policies and have begun to install "complete streets".

What are Complete Streets?

Complete Streets are streets for everyone. They are designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists, and public transportation users of all ages and abilities are able to safely move along and across a complete street. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations.

"First and foremost, a great street should help make community... A great street should be a most desirable place to be, to spend time, to live, to play, to work... Streets are settings for activities that bring people together."

"It's no big mystery. The best streets are comfortable to walk along with leisure and safety. They are streets for both pedestrians and drivers. They have definition, a sense of enclosure with their buildings, distinct ends and beginnings, usually with trees. Trees, while not required, can do more than anything else and provide the biggest bang for the buck if you do them right. The key point again, is great streets are where pedestrians and drivers get along together."

What are some of the benefits of Complete Streets?

Complete streets can offer many benefits in all communities, regardless of size or location. The National Complete Streets Coalition has developed a number of fact sheets: www.completestreets.org/factsheets

Complete Streets improve safety.

A Federal Highways Administration safety review found that streets designed with sidewalks, raised medians, better bus stop placement, traffic-calming measures, and treatments for disabled travelers improve pedestrian safety. Some features, such as medians, improve safety for all users: they enable pedestrians to cross busy roads in two stages, reduce left-turning motorist crashes to zero, and improve bicycle safety.

"Streets are places of social and commercial encounter and exchange. They are where you meet people—which are a basic reason to have cities in any case."

"As well as to see, the street is a place to be seen. Sociability is a large part of why cities exist and streets are a major if not the only public place for that sociability to develop. At the same time, the street is a place to be alone, to be private, to wonder what it was once like, or what it could be like. It is a place for the mind to wander, triggered by something there on the street or by something internal, more personal, a place to walk while whatever is inside unfolds, yet again." *Allan Jacobs – Author and Landscape Architect (1995)*

Complete streets encourage walking and bicycling for health.

The Centers for Disease Control and Prevention recently named adoption of Complete Streets policies as a recommended strategy to prevent obesity. One study found that 43% of people with safe places to walk within 10 minutes of home met recommended activity levels; among individuals without safe place to walk, just 27% were active enough. Easy access to transit can also contribute to healthy physical activity: nearly one third of transit users meet the Surgeon General's recommendations for minimum daily exercise through their daily travels.

Complete Streets can lower transportation costs for families.

Americans spent an average of 18 cents of every dollar on transportation, with the poorest fifth of families spending more than double that figure. In fact, most families spend far more on transportation than on food. When residents have the opportunity to walk, bike, or take transit, they have more control over their expenses by replacing car trips with these inexpensive options. Taking public transportation, for example, saves individuals \$9,581 each year.

Complete Streets foster strong communities.

Complete streets play an important role in livable communities, where all people – regardless of age, ability or mode of transportation – feel safe and welcome on the streets. A safe walking and bicycling environment is an essential part of improving public transportation and creating friendly, walkable communities.

A recent study found that people who live in walkable communities are more likely to be socially engaged and trusting than residents of less walkable neighborhoods; public safety increases; and, they reported being in better health and happier more often.



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Mayor O'Geary thanked Mr. Ciriello for his presentation and asked members of Council if they had any questions.

Council Member Rainey asked about the time frame for the proposed project and if it incorporated the high speed rail (HSR) concept. Mr. Ciriello responded the project's implementation would be incremental, and as part of the process, priorities would have to be determined. He also advised the planning did include the HSR. He further commented the HSR offered an opportunity to plan for and create unique "crossings" for people on both the East and West sides of the rail line.

Council Member Kearney asked if Council would need to make a decision today on the proposed grant. Mr. Griffin responded no and that the current time frame for decision making was the 29 October 2012 meeting.

Council Member Daeke asked how much money the grant would provide, how would the money be spent and when the City would likely learn of the grant award decision. Mr. Ciriello responded the total concept would be about \$2M, with the initial grant application being \$500,000. He further commented the anticipated time for grant award notification would be in the January-February 2013 time frame. Mr. Ciriello advised the funding would be used primarily to develop the long-term vision for the downtown city center concept and in developing partnerships to synergize and help implement the plan. While there may be some funding for bricks and mortar projects (perhaps urban garden, outdoor community theatre, housing renovation, etc.), most of it would be spent for the planning and capacity building of creating effective partnerships and investing in prototypes. Mr. Ciriello further commented he felt once the plan is in place, it would set the basis for the City to be able to apply for future grants to help implement projects because the plan would set the vision for downtown and how the various improvements would be able to expand beyond the core areas.

Council Member Kearney asked if the City didn't already have plans in place for downtown. Mr. Ciriello responded yes and cited the Orange-Breckenridge Redevelopment Plan, REEF Project Plan and Embassy Square Plan. Mr. Griffin commented each of these plans are currently "stand alone" and the proposed plan suggested by Mr. Ciriello had the effect of integrating the plans, including the Spring Street Church's neighborhood work completed in Spring Street area.

Mayor O'Geary asked if Council Members had any further questions. There being none, the Mayor opened the public hearing and invited citizens to come forward and offer comments on the proposed grant application.

- **Margaret Ellis**, a resident of Henderson, came forward to voice her opposition to the project. While she felt the catalyst grant concept is great, she believes the City should first complete the other projects it has started, such as REEF and the Flint Hill housing project proposed by the NC Community Development Initiative. She asserted the City only finishes what it wants to finish and does not want to work with the Black Community.

- **Eugene Burton**, a resident of Flint Hill community in Henderson, came forward to speak on behalf of the Flint Hill community and cited its numerous problems with narrow streets, storm drainage issues, bad housing and crime. He said the community's residents are tired of being treated as second class citizens and said the "budget" is always used as an excuse to do nothing.
- **Joel Rice**, affiliated with Community Partners of Hope, came forward to speak on behalf of the need for more affordable housing in Henderson. While he thinks the catalyst proposal is a good one, he feels the focus needs to be more on affordable housing.
- **Andrea Harris**, a resident on West Rock Spring Street, came forward to express her agreement with things articulated by Ms. Margaret Ellis and to express her adamant opposition to the proposed catalyst grant. She stated while it may be a wonderful thing, it is not what is needed at this time. She stated housing is what is needed at this time. Ms. Harris also stated she is not pleased that the community did not have an opportunity to comment during the planning process for the grant.
- **Donald Green**, a resident on Zollicoffer Street, came forward to state he agrees with what the other speakers have said. He also stated he wanted to be a positive contributor to the community.
- **John Barnes**, Henderson/Vance Chamber of Commerce President, came forward to express the Chamber's support for the grant concept. He stated he felt this was an exceptional opportunity to create partnerships and obtain future grants. He stated the City needed a vision for a viable city center.
- **Stuart Litvin**, Economic Development Director Executive Director, came forward to speak on behalf of EDC Chairman Sam Watkins and himself in expressing support for the proposed grant application. He advised the proposal represented good planning and would help set progress in motion that would ultimately help create investment, jobs and community revitalization.
- **Andrea Harris**, a resident on West Rock Spring Street, returned to the podium to state she is a member of the Economic Development Commission and that the EDC has neither discussed nor voted on supporting the proposed grant project.

Mayor O'Geary asked if anyone else wished to address the Council on this matter. No one requested to be heard and the Mayor closed the Public Hearing.

Mayor O'Geary asked the City Manager if he had any additional comments. Mr. Griffin requested guidance from the City Council given the comments received from the public. The Mayor asked members of Council for their comments.

Council Member Rainey thanked the citizens for their comments and he found same very helpful. He expressed concern about some misconceptions about the Main Street Solutions grant rescinded by City Council during its most previous business meeting and asked Mr. Griffin to respond to Ms. Ellis' questions raised during the public comment period. He further noted City Council did provide a \$50,000 appropriation to the Downtown Development Commission (DDC) for seed/match money for other grants to help make the REEF project successful as part of its FY13 Budget process.

Mr. Griffin explained the DDC's decision to withdraw its lease offer from Henderson Collegiate and why the Main Street Solutions Grant was returned to the State. The decision by DDC to rescind the lease offer was due to it not being able to obtain financing terms necessary to make the renovation project successful. Additionally, DDC advised the City of its inability to comply with the terms of the Main Street Solutions Grant requirement for having a certain number of jobs on-the-ground by end of March 2013. Consequently, since grant conditions could not be met, it was appropriate to return the grant to the State.

Council Member Kearney stated he likes grants that help someone as the ultimate recipient and not just for architects and planners, etc. While the proposed catalyst grant looks good, he advised he needs some level of confidence that it will help someone and that it can be finished.

Council Member Coffey advised she is for progress; however, she has concerns for working to have a pretty city center and doing nothing for people living three miles from downtown where people live in the woods and in bad housing. She stated she would like to see the grant address housing and street improvements' needs in the Flint Hill community.

Council Member Daeke stated Mr. Kearney hit-the-nail-on-the-head with his comments and stated the City does have a lot of projects that have not been finished. Mr. Daeke lamented not having an active CDBG advisory committee.

Council Member Peace-Jenkins affirmed her Flint Hill heritage and stated she cannot think of what has been done for the Flint Hill community within the past ten years. She stated the City needs to give the Flint Hill community what it needs and that she cannot vote for the grant proposal as presented.

Mr. Griffin asked for further guidance since there is not a consensus of Council to support the grant. He advised there is no need to proceed as planned with the grant proposal given the time frame involved.

Council Member Rainey stated he felt Council needed time to digest the information received and felt the matter should be tabled until the next meeting.

Council Member Inscoe suggested a work session be held with citizens to obtain further input on the grant.

It was the consensus of Council to cancel the upcoming public hearing and meeting scheduled for 29 October 2012 at 6:00 p.m. and to ask the COG and City planning staff to conduct a meeting to obtain public input on the proposed grant and to report back to City Council with recommendations. Mr. Griffin advised this was feasible, but would require a special meeting in early November since the only scheduled meeting for that month is 26 November.

Council Member Brown expressed concern for the need for additional grants to help the City address its needs and agreed the City needs to obtain citizen input.

Mayor O'Geary asked if there was a motion to adjourn. Council Member Coffey requested Council convene in Closed Session to discuss a personnel matter. Council Member Rainey moved to convene in Closed Session for the purpose of discussing personnel pursuant to NCGS 143-318-11(a)(5). Motion seconded by Council Member Coffey and approved by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Brown. NO: None. ABSTAIN: None. ABSENT: Daye.

Mayor O'Geary advised there would be no report from the Closed Session.

Council Member Brown moved to reconvene in Open Session. Motion seconded by Council Member Rainey and approved by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Brown and Kearney. NO: None. ABSTAIN: None. ABSENT: Daye.

Council Member Daeke moved to adjourn the meeting. Motion seconded by Council Member Rainey and unanimously approved. The meeting adjourned at 2:03 p.m.

James D. O'Geary, Mayor

ATTEST:

Franklin Frazier, Deputy City Clerk

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15 October 2012 Special Called Meeting Minutes

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City Council Minutes

Special Called Meeting - DRAFT

5 November 2012

PRESENT

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

ABSENT

Council Member Michael C. Inscoe.

STAFF PRESENT

City Manager Ray Griffin, City Attorney John Zollicoffer, Jr., City Clerk Esther J. McCrackin, Assistant City Manager, Frank Frazier, Planning and Community Development Director Erris Dunston and Henderson Water Reclamation Facility Manager Tom Spain.

CALL TO ORDER

The 5 November 2012 Special Called Meeting, was called to order by Mayor James D. O'Geary at 6:01 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

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

Mayor O'Geary asked the City Clerk to begin the meeting with the New Business items.

NEW BUSINESS

Resolution 12-A-14, Acceptance of the 2012 BJA Bullet Proof Vest Partnership Grant in the amount of \$4,198.50, and Ordinance 12-79 FY13 Budget Amendment #18, Amending Fund 55: Establishing Budget for Above Mentioned Grant. (Reference: CAF 12-A-67; Resolution 12-A-14; Ordinance 12-79)

City Manager Griffin said Police Chief Sidwell was bringing good news and asked the Chief to come forward. Chief Sidwell said bulletproof vests are a mandatory part of the uniform for street officers and once again the City has been approved to receive this 50% matching grant in

the amount of \$4,198.50. City Manager Griffin added the Finance Department does not deal with cents so the budget amendment only shows \$4,199.00 as revenue/expense.

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

Council Member Rainey moved the approval of Resolution 12-A-14, *Acceptance of the 2012 BJA Bullet Proof Vest Partnership Grant in the amount of \$4,198.50, and Ordinance 12-79 FY13 Budget Amendment #18, Amending Fund 55: Establishing Budget for Above Mentioned Grant*. Motion seconded by Council Member Coffey and APPROVED by the following vote: YES: Kearney, Coffey, Rainey, Peace-Jenkins, Daeke, Brown and Daye. NO: None. ABSTAIN: None. ABSENT: Inscoe. (See Resolution Book 2, p.277-A; Ordinance Book 8, p. 509)

Flint Hill CDBG Catalyst Grant Application Concept. (Reference: CAF 12-76)

City Manager Griffin said this is a continuation of discussions regarding the Catalyst Grant which began with a public hearing and then a community meeting where Flint Hill residents shared ideas on how they felt the grant monies could be best spent. The application concept being discussed this evening is based on the feedback received at the community meeting. Mr. Griffin then asked Planning and Community Development Director Erris Dunston, along with Rick Seekins from the Kerr-Tar Regional Council of Governments (COG) to present the broad concept.

Ms. Dunston showed a short PowerPoint presentation showing an overall snapshot of the concept of the grant. She said the City is familiar with all but one of the four phases of the grant, and said the City has never worked with the Public Services portion. Ms. Dunston felt the grant could address many, but not all, of the concerns expressed by citizens such as transient housing, renovations, rental property, demolition, drainage problems, along with street and creek issues. The grant could also address parks and recreation facilities which were also expressed as concerns. She said if awarded the grant, it would be a three cycle process with each cycle creating an approximate thirty (30) month obligation. She again stressed if awarded, the grant would not correct all the issues within the Flint Hill area.

Council Member Rainey asked what percent of the grant would go toward each segment and at this time Rick Seekins began his presentation. Mr. Seekins distributed a handout which is incorporated by reference and hereby made part of these minutes. He explained the project would consist of three grants and three phases of \$500,000 each. He emphasized his vision of attempting to partner this grant with other grants. He also envisions neighborhoods/churches/etc. in the Flint Hill area being willing to step in and help with improving the area. Mr. Seekins reiterated if the application is approved, the funds will be limited compared to the problems in the area, so he suggested working within a concentrated area, such as the area highlighted on Ms. Dunston's PowerPoint map. This concentrated area includes homeowners, a park, vacant properties and structures in need of demolition. Mr. Seekins sees each segment of the grant building on the prior segment and said it will take time to pinpoint specifics and to breakdown in detail how the funds will be used. He did feel after clean up occurs and structures are

demolished, the third phase should address recreation areas/activities and mentioned a State Trust Fund for recreation which might supplement the Catalyst Grant in this area.

Council Member Rainey confirmed the grant would provide \$500,000 for each cycle. City Manager Griffin said yes; \$1.5M over three funding cycles is what the City is hoping to obtain. Mr. Rainey then asked who would determine the level of needs for the projects. Mr. Seekins said Council would make the final decision. Mr. Rainey also asked about the lien process currently in place. City Manager Griffin said the Tax Department now places a lien on properties prior to beginning the foreclosure process.

Council Member Coffey asked who would oversee the spending. Mr. Seekins said the City, and added the COG would be available to offer any assistance necessary and reminded Council that there will be administrative costs involved throughout the process. Mr. Griffin said assistance from COG staff would be necessary to assist with grant administration due to the City's limited staff.

Council Member Kearney suggested a vacant lot be used for a garden or be adopted by a neighbor so it does not quickly revert into another blighted area. He also asked about whether new housing would be public, private, multi-family, etc. Mr. Seekins said again the details had not been determined and Council would make the final decision. Mr. Kearney then suggested the recreation portion begin early in the process as he understood it could take upwards of two years to become involved with the State Trust Fund.

Council Member Peace-Jenkins remembered both a Catalyst Grant and a Capacity Grant being presented earlier to Council and asked why the City is proceeding with the Catalyst Grant. Mr. Griffin said Council decided to go with the Catalyst Grant for two specific reasons: the Capacity Grant was only offered this year and it was only to prepare staff on how to write grants where the Catalyst Grant is geared toward infrastructure and neighborhood needs. Ms. Peace-Jenkins also inquired about the availability of programs to prepare individuals for home ownership.

Mr. Seekins said there are excellent programs available, and he was disappointed that individuals attending the community meeting expressed no interest in such programs.

Council Member Kearney felt it would be good to have a staff grant writer and suggested further discussion during the FY 13-14 budget process.

The City Manager Griffin then reminded Council that if this concept is agreeable, a public hearing will need to be held on November 26th and the final application needs to be submitted in Raleigh on November 30th. He commented many view the City as beginning projects but never complete them and felt if awarded this grant, it should create synergy to make a meaningful difference in the Flint Hill community. Mr. Griffin commended Ms. Dunston, Mr. Seekins and Mr. Cireillo (another COG staff member), for their hard work on putting together this concept, and said they still have a lot of work to do before the 26th.

Council Member Peace-Jenkins asked how the City can be sure it can obtain this grant. Mr. Seekins said there is no guarantee but assured Council they would do their very best in competing for the funds. Mr. Seekins also re-emphasized they would work hard to look for partnership dollars.

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

Council Member Rainey moved the approval of the *Flint Hill CDBG Catalyst Grant Application Concept* as presented. Motion seconded by Council Member Daeke and APPROVED by the following vote: YES: Coffey, Rainey, Peace-Jenkins, Daeke, Brown, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: Inscoc.

WORK SESSION

Approving Bids for Sandy Creek Project (Reference: CAF 12-139; Resolution 12-92)

City Manager Griffin asked Assistant City Manager Frank Frazier to brief Council on this project. Mr. Frazier said this is part of the upgrade to the Sandy Creek pump station and stated the contract with McGill has been approved by the City Attorney; however Henderson Water Reclamation Facility Director Tom Spain and Mr. Frazier are still working on the fees with McGill and said the final agreement will be available at the November 26th meeting. Because of the firm deadlines, he wanted Council to have this information now, and Mr. Griffin asked Council to contact Mr. Frazier with any questions they may have prior to the next Council meeting.

Council Member Daeke asked what the interest rate is for this project. Mr. Frazier said he thought it was approximately 2.11%.

City Manager Griffin added \$36,000 would not be covered by the grant; however, this amount has been included in the budgeted 44 CIP Capital Reserve Sewer Funds.

It was the consensus of Council to bring this forward to the next Council meeting.

Surplus Property

City Manager Griffin said no action is required of Council; however, he was advising Council of the surplus property in case they had any questions and/or objections to the proposed sale prior to being listed on GovDeals.

Council Member Kearney asked if Council could bid on surplus items. City Attorney Zollicoffer said it is best for Council to not place bids.

CLOSED SESSION

City Clerk McCrackin said an additional item would be added to the Closed Session pursuant to G.S. §143-318.11 (a)(6) regarding a Personnel Matter.

Mayor O'Geary then asked if Council was prepared to move into Closed Session and stated there would be no report subsequent to the Closed Session.

Council Member Rainey moved for Council to convene in closed session pursuant to G.S. §143-318.11(a)(5) regarding Acquisition of Real Property and G.S. §143-318.11(a)(6), a Personnel Matter. 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 Kearney and unanimously approved.

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

ADJOURNMENT

Council Member Peace-Jenkins moved for adjournment. Motion seconded by Council Member Rainey and unanimously approved. The meeting adjourned at 7:40 p.m.

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin
City Clerk

Report to Honorable Mayor James D. O'Geary and the Members of the Henderson City Council

Regarding draft plan for submission of a grant application by the City of Henderson for funding as part of the North Carolina Department of Commerce's Community Development Block Grant 2012-2012 Catalyst Program.

Kerr-Tar COG Staff and the Planning Department have worked jointly on preparation of materials that can lead to preparation of a grant application to the CDBG Catalyst Grant Program. As part of that work, we have prepared and presented information to an initial Public Hearing indicating the City's interest on submission of an application for that funding. As a result of that initial public hearing, a strong community support for the grant program was identified along with an equally strong indication of a wish for community leaders to be involved in that planning effort. As a result of that successful Public Hearing soliciting public involvement in the grant preparation process another public meeting was conducted on October 29, 2012. The following report on the emerging focus of the grant application is a result of that process, as well as an in depth analysis by the planning staffs of the community needs and composition as related to the grant availability.

We propose a three year program that includes the following program goals:

- Take advantage of all possible Catalyst funds,
- Arrange program strategies to allow greater partnerships, in
 - Programs and
 - Funding
- Identify an **area of concentrated service** which will be
 - the focus of a concentrated set of services to implement a wholesale improvement in the quality of life in that area, and
 - the model of improved community revitalization for the rest of Henderson
 - located within the Flint Hill community, and
 - Includes a mixture of homeownership and rental property, dilapidated housing and housing which can be revitalized and improved, and includes a variety of other characteristics that make it suitable for Catalyst funding.
 - That area of concentrated services is still being analyzed, but will be selected prior to grant application submission.

We are recommending a three year strategy that will accomplish the goals noted above. We feel that three years is necessary to accomplish our goals because:

- It will take that long to implement the various activities that are allowed in the Catalyst Program and which will provide the maximum benefit to the **area of concentrated service**, including
 - Remove dilapidated housing units (20 of these have been identified in the Flint Hill community alone.)
 - Identify owner-occupied housing units needing rehabilitation, and begin the process of improving them.

DRAFT

Catalyst Recommendations

Page 2

- Along with housing units needing repair, we will identify areas of debris and weed infestation and blight and design a plan for clearing that blight.
- Identify organizations and agencies within the area of concentrated service that are willing and eager to develop programs and services that will build community pride and beauty, and design capacity development programs to encourage and build those groups, and
- Several of the activities that are planned for the area of concentrated service will take more than one year to plan and implement. Activities in this category include the capacity building programs and programs of community revitalization which need to have areas of development with which to work
 - For example, infrastructure improvements for revitalized homes cannot be implemented until the housing improvements are made, or
 - Consolidation of small vacant lots into larger usable lots on which housing and community improvements can be built.

During the first year's activities, the Plan is to:

- Identify owner occupied housing that is in need of repair,
- Identify infrastructure needs for housing units in **the area of concentrated service**,
- Identify dilapidated houses in need of demolition, and proceed with demolition,
- Identify organizations and agencies in or adjacent to the **area of concentrated service** that are eager to develop community services that are needed in the area, but whom lack the organizational capacity and often the funding, to implement those programs, and
- Initiate a capacity building program for at least two of those agencies, and
- Identify agencies, organizations, and funding sources in the Henderson community that could become partners in the provision of services within **the area of concentrated service** and leverage their interest with Catalyst funds to expand services in the area.
- Solicit interest from public and/or private investors with an interest in constructing affordable housing units within the area of concentrated service, and begin the process of engaging those groups, and planning for infrastructure support of supplement their investment; at the same time develop a partnership and build its capacity to manage the housing units being developed.

During the second year of the project, the strategy is to design and implement the following:

- Implement the housing construction project,
- Implement and continue the capacity building programs initiated in year one,
- Continue the rehabilitation activities begun in year one,
- Design and implement community revitalization projects to improve infrastructure and services to the new housing and to the rehabilitated houses,

Catalyst Recommendations

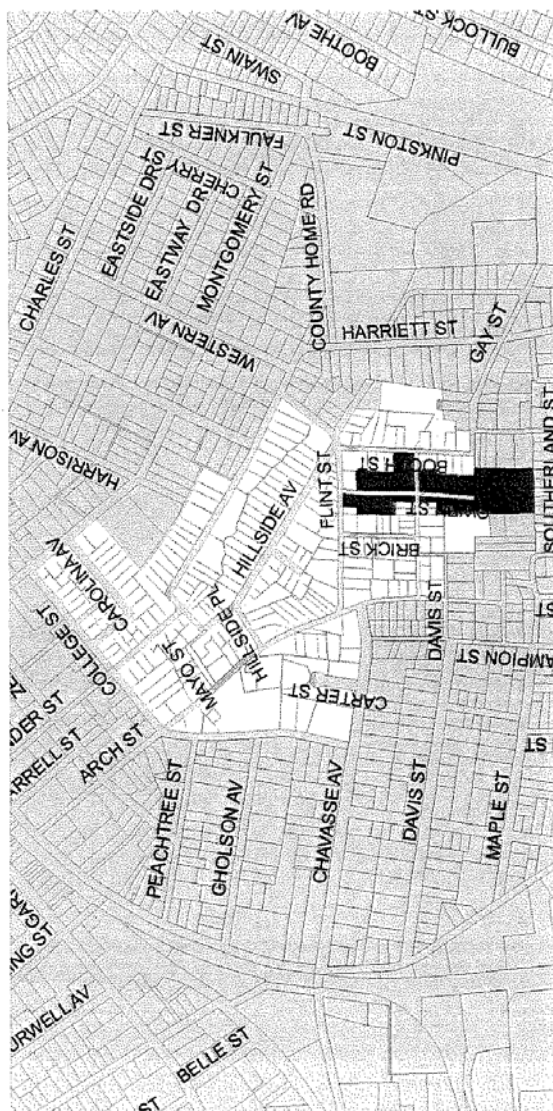
Page 3

- Begin to identify the needs and possible locations for community recreation center(s) within the area of concentrated service, including construction or rehabilitation services within existing building if possible, the infrastructure needed to serve those buildings, and to identify community organizations that might operate the community centers and to start capacity building programs to better equip them.

During the third year of program, the strategy is to design and implement the following programs:

- Continue to design and implement infrastructure upgrades within the **area of concentrated service**, continuing and completing the infrastructure service that supplements the various housing projects begun in the area and also
- Beginning infrastructure improvements that focus more in public areas within the area of concentrated service, such as street lighting along improved roadways within the area, and including development of passive and active recreational opportunities within the area. This component will focus on small, unused or unusable parcels that can become "pocket parks" throughout the area of concentrated service.
- Continue and complete the housing construction activities, including both owner-occupied housing rehabilitation and developing public or transitional housing begun in Year two, and
- Begin to evaluate the success of the program and to identify projects of success that can be applied to other areas of Flint Hill and of Henderson that need similar services. This is the result of using the area of concentrated service as the model for expanded revitalization of the blighted areas of Henderson.

Project Area





PROCLAMATION 12-25

PROCLAMATION

City of Henderson, North Carolina

A Purple Heart City



WHEREAS, the citizens of Henderson, North Carolina have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; *and*

WHEREAS, a high price has been paid by veterans for the our freedom by leaving their families and communities and placing themselves in harm's way for the good of all; *and*

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; *and*

WHEREAS, Purple Heart Cities have been established within the states of California, Florida, North Carolina and Wisconsin along with the territory of Puerto Rico.

NOW, THEREFORE, BE IT RESOLVED that I, James D. O'Geary, Mayor of the City of Henderson, North Carolina, proclaim Henderson, North Carolina a *Purple Heart City*, honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this 26th day of November 2012.

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: 26 Nov 12 Short Reg Meeting

15 November 2012

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

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

RE: **CAF: 12-137**

Consideration of Approval of Ordinance 12-77, Amending Section 310A.17.14 of the Henderson City Zoning Code to Allow Medical Laboratories in the B4 Zoning Districts as a Matter of Right.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

Recommendation:

- Approval of Ordinance 12-77, Amending Section 310A.17.14 of the Henderson City Zoning Code to Allow Medical Laboratories in the B4 Zoning Districts as a Matter of Right.

Executive Summary

In September 2012 the Henderson Planning Department received a petition to amend the City zoning code to allow dental labs in B4 Zoning Districts. A public hearing was scheduled, advertised, and held on 1 October 2012 by the Henderson Planning Board to review this request.

Medical laboratories are currently allowed in the I2, B1, B2, & B2A, as a matter of right and in the OI and OIA by special use permit. This change is in harmony with the intentional use of the B4 zoning district. After review and discussion, The Planning Board voted unanimously for this amendment change.

Enclosure:

1. Ordinance 12-77
2. Planning Board Minutes 1 Oct 2012
3. Aerial Map B-4 Zoning

ORDINANCE 12-77

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 ALLOWING MEDICAL LABORATORIES IN THE B4 ZONING DISTRICTS AS A MATTER OF RIGHT

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

Section 1. That Section 310A of the Zoning Code be amended by adding a new permitted use entitled “7.23A Medical (Non-Chemical) Laboratories” and permitting the same in a B4 Zoning District as a matter of right.

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

The foregoing Ordinance 12-77, 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. **.*



City of Henderson

Planning and Community Development Department

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

Phone: (252) 430-5723

FAX: (252) 492-7935

RECOMMENDATIONS FROM THE October 1, 2012 PLANNING BOARD MEETING

- **Public Hearing: Recommendation for Section 310A.17.14 of the Table of Permitted Uses of the Zoning Ordinance to be amended to allow Dental Laboratories in the B4 (Neighborhood Commercial) Zoning District**

Based on information received by the Planning Department, Matthew Currin is requesting to amend the Table of Permitted Uses of the Zoning Ordinance to allow Dental Laboratories in the B4 zoning district.

Item was introduced by Zoning Administrator Sherry Moss. Moss reviewed items of the agenda packet and discussed where dental laboratories were allowed and explained the difference between the zoning districts. Moss also explained what other uses that were allowed in the B4 zoning district. The public hearing was open. Petitioner Matthew Currin was present to speak in favor of the text amendment. Currin stated the dental lab consisted of him, another full time employee, two other part-time people, and a driver who picks up and delivers. Currin stated he makes dentures and partials for dentist offices in Henderson and surrounding areas. He also stated he don't have any wastes; the only thing that goes down the sink is water and a little bit of plaster. Currin added he has plaster traps that catch everything in the sink. Currin stated he doesn't deal with the public and don't have high volume traffic. There were no oppositions. Public hearing was closed.

Motioned by Ricky Easter to **APPROVE** the recommendation for Section 310A.17.14 of the Table of Permitted Uses of the zoning ordinance to be amended to allow dental laboratories in the B4 (Neighborhood Commercial) Zoning District as a matter by right; Second by Horace Bullock; 6-0 vote; **AYES:** Michael Rainey, Horace Bullock, Marguerite Anduze, Jimmie Ayscue, Arthur Henderson, and Ricky Easter; **NOES:** None; **ABSENT:** Phil Walters



City Council Action Form

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



Agenda Item: _____

Council Meeting: 26 Nov 12 Short Reg. Meeting

15 November 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-76 Consideration of Approval of Resolution 12-A-48 Approving the Submission of the Application for 2012 Funding Cycle of a Talent Enhancement Capacity Building Grant.**

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 4- To Improve Condition of the Housing Stock

Recommendation:

- Approval of Resolution 12-A-48, Approving the Submission of the Application for 2012 Funding Cycle of a Talent Enhancement Capacity Building Grant.

Executive Summary

During a conversation with a State official regarding the State Catalyst Grant it became obvious that much more work is needed in order to have a viable application. Although the State likes the concept being developed for the Flint Hill community, it wants partnerships and sustainability factors in place at the time of application.

As the City is unable to develop a viable application within the required timeframe, it has been suggested by the State that the City consider applying for a Talent Enhancement Capacity Building Grant in the amount of \$50,000. This grant provides a local unit government assistance in building capacity in areas to develop appropriate and competitive CDBG grants, administer CDBG grants, grant writing, economic impact analyses, community survey research and design and feasibility study preparation. This application must certify that a future CDBG

application will be submitted within 15 months. The funds would be used to prepare for the previously discussed Flint Hill Neighborhood Project.

The eligible activities of this grant are salaries for new or existing staff, training for new or existing staff, travel for new or existing staff, administration of grant up to 10% of the total grant and planning costs.

Enclosure:

1. Resolution 12-A-48
2. Grant Application

RESOLUTION 12-A-48

APPROVING AN APPLICATION FOR A 2012 TALENT ENHANCEMENT CAPACITY BUILDING 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 12 Core Values; *and*

WHEREAS, this Resolution addresses one KSO as follows: KSO 4 - To Improve Condition of the Housing Stock; *and*

WHEREAS, Council recognizes the need to improve the economic viability and community development of the City of Henderson; *and*

WHEREAS, Council wishes to pursue a formal application for a Talent Enhancement Capacity Grant in the amount of \$50,000, being more fully articulated in **Attachment A** to this Resolution, to benefit the City of Henderson; *and*

WHEREAS, Council certifies the City will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY authorize the submission of a formal application to the North Carolina Department of Commerce for the Community Development Block Grant Talent Enhancement Capacity Building category to benefit the City of Henderson this the ____ day of _____ 2012.

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

Approved as to Legal Form

John H. Zollicoffer, Jr., City Attorney

TECBG APPLICATION CHECKLIST

When submitting an application, use the following checklist as a table of contents. Make sure all of the required items are included. If any one of the required items is not included, the application will not meet threshold nor be approved for funding.

Application Submission Requirements and Process Adherence

- ☐ Applicant must be an eligible non-entitlement general unit of local government.
- ☐ Applicant must submit two (2) complete originals of the application.
- ☐ Applications must be submitted to CI in a three-ring binder organized with tabs.
- ☐ Application Summary Form and all forms requiring official signatures must appear in both applications, complete, and have the original signature of the chief elected official or other documented authorized certifying officer.
- ☐ Applications must be physically received at CI by 5:00 p.m. November 30, 2012.
- ☐ Applicant's CDBG TECBG funding request must not exceed \$50,000.
- ☐ Neither applicant nor any of its critical partners can appear on the Federal or State Suspension of Funds List/Debarment List.

Required Attachments

ITEM TAB LOCATION

DOCUMENTATION OF CENTRAL CONTRACTOR REGISTRATION (CCR)

- ☐ INITIAL ☐ ANNUAL UPDATE

APPLICATION SUMMARY SIGNED BY THE CHIEF ELECTED OFFICIAL (2 originals-one per application.)

CONFLICT OF INTEREST FORM-CHECKLIST

FEDERAL REQUIREMENTS:

- ☐ A. FEDERAL CERTIFICATIONS
- ☐ B. DISCLOSURE REPORT FOR APPLICANTS REQUESTING \$200,000 OR MORE.
(NOTE: Not required for applicants requesting less than \$200,000 in CDBG funds and not using other Federal assistance.)

STATE CDBG REQUIREMENTS:

- ☐ A. REGULATIONS SIGNED AND DATED BY AUTHORIZED OFFICIAL
- ☐ B. DISCLOSURE OF CIVIL RIGHTS COMPLAINTS/LAWSUITS SIGNED AND DATED BY CHIEF ELECTED OFFICIAL

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EVIDENCE OF THE ONE REQUIRED PUBLIC HEARINGS. Provide the publisher's affidavit with the application for the one public hearing.

FLOOD PLAIN CERTIFICATION: Submit a letter or statement on the local government's letterhead stating the relationship of the site to designated flood zones. Recipients must provide CI a certification signed by the Chief Elected Official stating that the project area is not in a

floodplain; or with certification that the recipient participates in the floodplain insurance program, all properties assisted in the project will be covered for floodplain insurance prior to beginning construction of the property, and all public facilities will be constructed to comply with the applicable floodplain regulations.

ENVIRONMENTAL REVIEW RECORD: No funds may be obligated or expended in any project activity until the grant recipient has complied with the Environmental Review Procedures for the NC CDBG Program at 24 CFR Part 58 and the CDBG regulations contained in 4 NCAC 19L.1004. The ERR form is located on the NC Department of Commerce's website located at: <http://www.nccommerce.com/cd/investment-assistance/forms-resources/compliance-plans-and-templates/environmental-review-process>

USE OF AN EXPERIENCED CDBG ADMINISTRATOR: No funds may be obligated or expended until the recipient has submitted a statement signed by the Chief Elected Official stating that they will be using an experienced grant administrator or local government staff. This person should be one who has actually administered more than one CDBG project. Please note that if issues result from the grant administrator, the local government will be subject to 4 NCAC 19L.

TRAINING CONDITION: All funds expended for training will be with East Carolina University's Office of Engagement, Innovation and Economic Development. Staff person paid with CDBG funds must attend ECU's OEIED training.

PROGRAM INCOME PLAN: Describe how you will track, manage and use program income. Refer to the State CDBG Regulations at 04 NCAC 19L.0907 regarding retaining Program Income.

PROJECT BUDGET must show the main uses and sources of funds over the 30-month grant period. Use the form provided in the application. Attach any supporting documentation or clarification of line items directly behind the budget.

LETTERS OF COMMITMENT, CONDITIONAL COMMITMENT, AND EVIDENCE OF FUNDING APPLICATION from all other (i.e., non-CDBG) sources of funds and/or resources. Attach letters of commitment for in-kind services, community support, or partnerships, as necessary.

CAPACITY, EXPERIENCE, AND ORGANIZATIONAL STRUCTURE

- ☐ List of Names and Duties for the Local Government Staff for the Proposed Project and Other Essential Players
- ☐ Resume for each identified person associated with the proposed project
- ☐ Organizational Chart Identifying the Reporting Relationship and/or Interaction Among Key Players for the Proposed Project

DRAWDOWN PLAN: Please include and clearly identify the use of CDBG funds and the timeline over the project period for drawing down the funds. Also, please state whether or not the applicant (i.e., the local unit of government will use the Reimbursement or Advance (3-day rule applies) method of payment.

NON-PROFIT NARRATIVE ATTACHMENTS

- ☐ Attach a copy of the IRS 501(c)(3) designation of your organization as a Non-Profit.
- ☐ Attach the organization's articles of incorporation.
- ☐ Attach the organization's charter or by-laws.
- ☐ Attach the organization's balance and statement of revenues and expenditures.

APPLICATION SUMMARY- TECBG

1. Applicant's Name City of Henderson 2. Date
a. Mailing Address P O Box 1434
b. City and Zip Code Henderson, NC 27536_____ Original,

c. County Vance dated:
d. Contact Person Erris Dunston
e. Telephone Number 252-430-5721 _____Amendment,
f. Fax Number 252-492-7935 dated:
g. E-mail address edunston@ci.henderson.nc.us
h. DUNS Number
3. Preparer's Name Erris Dunston c. Telephone Number
a. Firm's Name City of Henderson 252-430-5721
b. Mailing Address P O Box 1434
c. City and Zip Code Henderson, NC 27536f. Fax Number
d. e-mail address edunston@ci.henderson.nc.us252-492-7935
4. Program
Category 5. Project
Number 6. Project Name 7. CDBG Funds
Requested

C

1 Flint Hill Neighborhood Capacity Building

\$50,000

Total \$50,000

10. Certification by the Chief Elected Official

- a) I certify that to the best of my knowledge and belief:
 - (1) Data in this application is true and correct,
 - (2) Opportunities have been provided for citizen participation and access to information concerning the proposed activities,
 - (3) This document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached certifications and

state

Standards if the assistance is approved.

- b) I acknowledge that, if funded, this application is part of the Grant Agreement.

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c) Typed Name of Chief

Elected Official James D. O'Geary

d) Typed Title

Mayor

e) Signature

f) Typed Date

For CI Office Use Only Date Received:

Application Number:

PROJECT DESCRIPTION

Name of Applicant: City of Henderson

Discuss the following questions. Do not exceed 5 pages.

1. How will the (sub)/recipient use the Talent Enhancement Capacity Building Grant funds?

In City's Strategic Plan, one of the key strategic objectives is to improve housing and neighborhoods. The City has recognized the benefit of proactive community development initiatives. Although the City is still recovering from a seven-year economic downfall, this opportunity provides a means of restoring the once very active community development department as a vital part of the City organization. The CDBG has historically been a major player in the City of Henderson's community development program. This grant program has filled gaps in economically distressed communities and served as a bridge to rebuilding neighborhoods that have suffered a decline in resources.

Over the course of the recent economic recession, the City had to freeze its authorized Community Development Manager position. This position is a vital player in CDBG grant administration as well as the overall community development initiatives in which the City has not had the capacity to perform.

These funds will be used as seed funds to unfreeze the Community Development Manager position, which will afford the City an opportunity to build neighborhood capacity and train staff to prepare an application for a NC Catalyst Grant category. The City has identified the Flint Hill Community as a distressed neighborhood in need of revitalization activities. The training module of the grant program will be used to increase staff knowledge in grant administration, build community involvement, to perform community surveys and feasibility studies. Although the training will be provided directly to one staff person, it will be disseminated throughout the organization and community. This initiative will provide a sustainable means for the future of the City's Community Development efforts.

With these funds, we will increase our efforts to obtain our long-term goal of building a healthy sustainable community. These efforts will include community building partnerships with various partners such as the Redevelopment Commission to help remove blight, local developers to construct homes for low-moderate income persons and recreational opportunities to update an existing park within the neighborhood.

2. How will the funds enable the (sub)/recipient to undertake new activity (ies)?

This grant will provide funds for staff salaries of a currently frozen Community Development Manager Position, training and capacity development in the neighborhood. The position was a vital part of our Community Development department, it serves direct liaison to the Community Development Advisory Board and it was the key position in CDBG administration. These funds will be used to support salaries for the unfunded position. These funds along with the City obligated funds will provide resources to perform community surveys, feasibility studies and invest in community engagement activities.

The City Council is in the initial stages of planning to reactivate the Community Development Advisory committee. This is a citizen committee appointed by the City Council to provide recommendation to the City Council relative to community development concerns citywide. This committee is served by a diversity sector of Citizens. There is an additional construct to the future community development activities in the City by organizing neighborhood steering committees, for example, the Flint Hill Neighborhood will have a Flint Hill Steering committee. This committee will be comprised of neighborhood citizens, community leaders, and stakeholders. They will bring forth concerns; provide a means for building a sense of neighborhood, serve as drivers in implementing improved neighborhood practices such as building an environment of watchfulness for one another and will be a generator for community pride.

The training component of this grant will help build the City's capacity to write and administer future CDBG Projects. This training will provide knowledge of how to better design communities, conducting community surveys, and grant writing. These skills will be shared locally amongst the City staff and community leaders. The idea of building consensus within the community and among decision makers is critical to the sustainability of these revitalization efforts. We feel this is a very important component; therefore, it will become a practice moving forward in our community development initiatives.

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3. Why is the CDBG financial assistance needed by the (sub)/recipient to undertake these activities?

The City is still recovering from a crippling economic recession. We experienced a bottoming in our revenues about seven years ago when we lost some of our major tax paying industries followed by the crumbling housing market. We have been rebuilding ever since. This forced us not fund some vital positions such as the Community Development Manager. Therefore, our community development projects and activities have come to a halt. We have not had the staff capacity to perform the necessary activities to remain up to date with current community revitalization trends and practices. Our ability to do due diligence in the area of community development since we lost that position have been gravely restricted. It is our goal to use the resource to fund this position and build projects to continue to support the position in the future. CDBG and other community development grants have been a critical component in maintaining property values and improving the living conditions for low-moderate income citizens particularly in area such as the Flint Hill Neighborhood. This is a model neighborhood where

the economic resources of the citizens are minimal and the need are great, the City has had to rely on CDBG resource to help bridge gaps in the between maintaining valuable properties and meeting to resources deficiency of the community.

The City needs the additional financial assistance in order to build capacity within the neighborhood. The City of Henderson has an economically distressed population. The Flint Hill Community is over 51% low and moderate income. The tax base does not afford some of the essential community development activities to maintain vibrancy in the neighborhood. The Flint Hill Neighborhood needs some concentrated attention. These funds will provide resources to do some community engagement, focus on an in-depth study of the community. The training assistance will benefit the City's capacity to develop competitive projects. It has been six years since the City had been awards a CDBG grant. This opportunity will improve the City's project building capacity and ensure a competitive grant application that will ultimately fund proposed NC Catalyst grant and other CDBG projects.

4. If funded, what are the short-term and long-term goals of the (sub)/recipient?

The short-term goals are to perform community engagement activities, build partnerships within the community, and begin staff training. We have a conceptual plan for the Flint Hill Neighborhood. An actual master plan is another short-term goal for this project.

The long-term goal is to improve the City Staff capacity in effective and efficient grant administration. The ultimate goal is to be awarded a NC Catalyst grant in funding year 2013. This opportunity will help the City build sustainability within its Community Development Department and embark on other neighborhood revitalization projects. The City is looking to continue to pursue CDBG funds for future projects. The training opportunity will provide a resource relative to community development that will enhance the City Staff and the Community Leaders with a broader knowledge base.

An additional long-term goal is to explore the available partnerships throughout the community. We are looking to build a healthy sustainable neighborhood. As a part of the City Council's Strategic Plan Key Strategic Objective, there is a commitment by the City Council to improve the housing stock and neighborhoods. These funds will provide resources to perform community surveys and feasibility studies. We will use this opportunity to raise the standards by implementing improved neighborhood practices. We will achieve this by establishing a Flint Hill Neighborhood Steering committee. This group will foster an environment for the community to begin exploring innovative efforts for building sustainability, encouraging neighborly relationship amongst the citizen in the community, and to becoming protectively watchful of each other.

5. What is the product expected to result from the Talent Enhancement Capacity Building Grant assistance to the (sub)/recipient?

The product expected to result from this grant opportunity is a funded NC Catalyst Grant within 15 months of this grant award. We are also looking to build a sustainable community development department to develop and manage future CDBG projects. The knowledge received

through training will be disseminated throughout the City organization and to community leaders throughout the community.

The City of Henderson has recently launched a City Academy. This is internal learning institution where City personnel teach courses, provide peer-to-peer training and share skill across departmental and professional boundaries. Acquired knowledge from this training will become a part of the Community Development section of the Academy. Community Development will become a part of that curriculum with possible students being the City Manager, Zoning Administrator, Main Street Manager, Code Compliance Director, Code Compliance Inspector, City Engineer, and other relative City Staff. It is the idea of the City Management that the best results come from efforts that include collaboration and a comprehensive approach.

6. Describe the (sub)/recipient's target market.

The City of Henderson has a diverse population. The targeted Flint Hill Neighborhood over 51% low –moderate income. This neighborhood is very low income. There is economic disparity within this neighborhood. Although there is approximately 60% rental homes in this neighborhood within the direct project area there are low-income homeowners. It is the goal of this project to meet two of the three national objectives 1) benefiting low and moderate-income persons and 2) preventing or eliminating blight. We are looking for these opportunities to create a neighborhood that is attractive to a diverse population of citizens. One of the goals for the neighborhood park update is to make this community attractive for families with children to live.

7. Explain how the (sub)/recipient has been working with potential applicants/clients.

We held two public hearings where we received public comments. We used those comments to direct our focus on this neighborhood. We have hosted a community engagement workshop. During this workshop, we identified the project area. We will conduct other workshops and community engagement activities to continue to build relationships and support with the citizens in the community.

8. Describe the (sub)/recipient's plans/strategy on how it will develop relationships with partners that lead to the needed additional funding sources for the future CDBG project.

It is the City's Strategy to continue to build relationships with its partners to develop capacity in the Flint Hill Neighborhood. We are looking to collaborate with the Redevelopment Commission to use their arm of enforcement to remove blighted structures. We are seeking partnership with recreational opportunity and the faith base organizations to assist in the updating and maintaining of the neighborhood park. We are looking to rebuild a sense of community pride by collaborating with the already established Property Owners group to improve the esthetic neighborhood standards and appearance. We want to heighten the awareness and seek opportunities to enhance the acceptable standard relative to curb appeal throughout the neighborhood.

At this time, we do not know the exact degree additional funding resources will come from these relationships however; they are building a network of potential capital. These efforts will build sustainability for the entire Flint Hill Neighborhood Community includes the focus project area.

9. If available, list any other funding sources for activities the (sub)/recipient plans to undertake in the future CDBG project. N/A

10. What is the position of the person that will attend the training at East Carolina University (ECU)?

The Community Development Manager Position that is currently frozen, the Planning Director will be trained until this position is filled.

PROJECT BUDGET-TECBG

Name of Applicant: City of Henderson

1. CDBG Grant Amount Requested \$50,000

2. Other Funds \$10,000

3. Total Project Resources \$60,000

4. Activity 5. CDBG Costs 6. Other Costs 7. Total Project Costs

a. Acquisition

b. Disposition

c. Public facilities and improvements

(1) Senior and handicapped centers

(2) Parks, playgrounds and recreation facilities

(3) Neighborhood facilities

(4) Solid waste disposal facilities

(5) Fire protection and equipment

(6) Parking facilities

(7) Public utilities other than water and sewer

(8) [Reserved]

(9) Street improvements

(10) Flood and drainage improvements

(11) Pedestrian improvements

(12) Other public facilities

(13) Public sewer improvements

(14) Public water improvements

d. Clearance activities

e. Public services

f. Relocation assistance

g. Construction, rehabilitation and preservation activities

(1) Construction or rehabilitation of commercial and industrial buildings

(2) Rehabilitation of privately owned dwellings

3) Rehabilitation of publicly owned dwellings			
(4) Code enforcement			
(5) Historic preservation			
h. Development financing			
(1) Working capital			
(2) Machinery and equipment			
i. Removal of architectural barriers			
j. Other activities	10,000		10,000
k. SUBTOTAL	\$	\$	\$
l. Planning {Talent Enhancement Capacity Building Grant Activities}		45,000	45,000
m. Administration of CDBG Grant	5,000		5,000
n. TOTAL	\$60,000	\$	\$60,000

BREAKOUT OF COSTS

Talent Enhancement Capacity Building Grant	Name of Applicant:		
1. Talent Enhancement Capacity Building Grant Activities Cost	(column 5n)	50,000	
2. Other Funds	(column 6n)	10,000	
3. Total Talent Enhancement Capacity Building Grant (TECBG) Resources			(should = column 7n) 60,000
4. Activity	5. TECBG Costs	6. Other Costs	7. Total TECBG Costs
l. Planning (Talent Enhancement Capacity Building Grant Activities)			
1. Personnel			
(a) Supplemental for existing staff	15,000		
(b) New Position(s)	20,000		
2. Training			
(a) Existing Staff	3,500		
(b) New Position(s)			
3. Travel			
(a) Supplemental for Existing staff	3,000		
(b) New Position(s)			
4. Planning (with restriction)	3,500	10,000	
m. Administration (10% maximum)	5,000		
n. TOTAL	50,000	10,000	60,000

1. Personnel costs include fringe and benefits
2. Training and travel costs must be necessary for building capacity to develop a CDBG application and must be tied to hiring of new staff or supplementing the salary of existing staff.

NOTE:

1. Time sheets MUST be kept for all personnel paid with Talent Enhancement Capacity Building Grant (TECBG) funds.
2. Documentation on training and travel is REQUIRED for TECBG payment.

(Local unit of government must keep on file the following: (1) information such as brochures, etc. on training staff attended, (2) copies of registration forms, (3) receipts for payment of training and registration, (4) invoices showing payment of hotel stays and (5) receipts for meals.)

CONFLICT OF INTEREST CHECKLIST

To assist applicants with determining if a potential conflict of interest exists, as defined in 24 CFR Part 570.489 (h), please provide responses to the following questions. For any “yes” response, refer to Bulletin 10-8 for next steps.

1. Does any person involved with this potential CDBG project have family or business ties with any of the local government elected officials or local government staff? NO
2. Has any person involved with this potential CDBG project requested or received an opinion about a potential conflict of interest from an attorney or from the North Carolina Ethics Commission? NO
3. Does any person involved with this potential CDBG project have an ownership interest in an entity that is directly affected by activities proposed in the application? NO
4. Will any person involved with this potential CDBG project derive any income or commission as a direct result of action taken by the local government elected board or its staff? NO

PROGRAM COMPLIANCE CERTIFICATION

As Chief Elected Official, I certify that, if funded, we will comply with all applicable federal and state Talent Enhancement Capacity Building Grant (TECBG) program requirements (same as CDBG) concerning the Talent Enhancement Capacity Building Grant application/grant and any future CDBG application/grant resulting from this application.

I also certify that a public hearing was held by the local governing board to inform the public about submitting an application to the Community Investment.

Name of Chief Elected Official _____James D. O’Geary_____

Title

_____Mayor_____

Signature

Date

STATEMENT OF CERTIFICATION FOR FUTURE APPLICATION AND BENEFIT

We, the undersigned, do certify that if this Talent Enhancement Capacity Building Grant application is funded, the Talent Enhancement Capacity Building Grant funds will be used to produce a Small Cities Community Development Block Grant (CDBG) application within 15 months of the Talent Enhancement Capacity Building Grant award. Any project developed and funded in the future CDBG application as a result of the Talent Enhancement Capacity Building Grant will benefit at least 51% low and moderate-income people.

Name of Chief Elected Official _____James D. O'Geary_____

Title

_____Mayor_____

Signature

Date

(If Applicable)

Name _____ of _____ Authorized _____ Official _____ of _____ Non-Profit _____ Partner _____

Title

Signature

Date

FEDERAL CERTIFICATION REQUIREMENTS

The applicant hereby assures and certifies that:

- a) It will comply with all applicable federal and state laws, regulations, rules and Executive Orders.
- b) It possesses legal authority to apply for the grant, and to execute the proposed program.
- c) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- d) It is following a detailed, written citizen participation plan which will provide opportunities for citizen participation, hearings, and access to information with respect to its community development program that are comparable to those required of grantees under Section 104(a) of the Act and in accordance with Rule .1002 of the North Carolina Community Development Block Grant Administrative Rules.
- e) Its chief elected official or other officer of the applicant if assistance is approved by Commerce:
 - 1) Consents to assume the status of the “responsible Federal Official” as that term is used in Section 102 of the National Environmental Policy Act (NEPA), Section 104(f) of Title 1 of the Housing and Community Development Act of 1974, as amended, and other provisions of Federal law, as specified in 24 CFR 58.5 which further the purposes of NEPA.
 - 2) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
 - 3) Consents to review and comment on all Environmental Impact Statements prepared for Federal projects which may have an impact on the applicant’s/recipient’s community development program.
 - 4) Consents to perform all coordination functions required under 24 CFR Part 58 and 40 CFR Parts 1500-1508.
- f) The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families or aid in the prevention or elimination of slums and blight. The requirement for this certification will not preclude Commerce from approving an application where the applicant certifies, and Commerce determines, that all or part of the Community Development Program activities are designed to meet other community development needs having particular urgency as specifically explained in the application in accordance with Section .0800 of 4 NCAC 19L of the North Carolina Administrative Code.
- g) Its program will be conducted and administered in conformity with Public Law 88-352 and Public Law 90-284, and that it will affirmatively further fair housing.
- h) It will comply with all provisions of 4 NCAC 19L of the North Carolina Administrative Code, entitled North Carolina Community Development Block Grant Program.
- i) It will give Commerce, HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers or documents related to the grant.

j) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

k) It will follow a residential anti-displacement and relocation assistance plan that is in accordance with the provisions of Section 104(d) and all other provisions of the Act.

l) It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged to assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received under Section 106 to comply with requirements of clause (i).

m) It has or will develop a plan that identifies community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs.

n) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 35.

o) When issuing statements, press releases, request for proposals, bid solicitation and other documents describing the above-mentioned program such as the environmental review, public hearings, fair housing notices, etc., it shall clearly state:

1) the percentage of the total cost of the project which will be financed with CDBG money, and

2) the dollar amount of CDBG funds for the project.

p)

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

q) It has adopted and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and has adopted and is enforcing a policy of enforcing applicable state and

local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act).

r) All project areas are either not in a floodplain, or if the project area is in a floodplain, the applicant participates in the flood insurance program. All properties assisted in the project will be covered for flood insurance prior to beginning construction, and all public facilities will be constructed to comply with applicable floodplain regulations.

CERTIFICATION OF ABILITY

The City of Henderson hereby certifies its ability to meet Federal Performance and Procurement Requirements with Certification as further expanded in the preceding attachments.

Name of Chief Elected Official _____James D. O'Geary_____

Title _____Mayor_____

Signature _____

Date _____

DISCLOSURE REPORT

1. Applicant/Recipient Name, Address, and Phone:
2. Check One: ☒ Initial Report ☐ Update Report
3. Social Security Number or Employer ID Number: _____
4. Project Name and Location:
5. Total Amount requested/received (including anticipated program income):
\$ 50,000 _____
6. Other government assistance. Check One:
☒ No other government assistance is, or is expected to be, provided for this project
☐ All other government assistance provided for this project is listed on the table below/attached page(s).

(Note: Disclosures must be complete and accurate, but need to be made only once for this report. If assistance is reported in the Sources and Uses disclosure section, then it need not also be reported here. If there is assistance reportable here, but reported only in the Sources and Uses disclosure, check here:

_____ Assistance is disclosed in Sources and Uses Attachments

Agency Name and Address	Program and Type of Assistance	Amount Requested/Received
-------------------------	--------------------------------	---------------------------

7. Interested Parties. Check One:
☒ No parties have a reportable financial interest in this project. Interested parties include developers, contractors, consultants, individuals, entities including units of government with a financial interest greater than \$50,000 or 10 percent of the assistance (whichever is lower; being a party to a contract procured under Federal procurement regulations at 24 CFR Part 85 does not, by itself, constitute a reportable financial interest).

_____ All parties with a reportable financial interest are listed on table below/attached page(s).

Name and Address	Type of Participation	Interest (\$ and %)
City of Henderson	Planning	\$10,000

8. All expected sources of funds available or expected to be available for the project or activity and all reportable uses of funds are included in the application for funds and on the following forms (check all that apply):

___x___ CDBG PROJECT BUDGET

_____ CDBG LOCAL COMMITMENT FORM

_____ Other Attachment(s). Describe: _____

9. Certification:

I hereby certify that all information in this report and its attachments is true and complete.

Signature

Date

DISCLOSURE REPORT INSTRUCTIONS

Who should complete the report:

All applicants who expect to receive an aggregate amount of covered federal assistance for a project or activity that exceeds \$200,000 are required to make certain disclosures. State CDBG funds are covered by the requirement, as are most other programs where funds are administered by or passed through the U.S. Department of Housing and Urban Development. Therefore, all applicants of more than \$200,000 in N. C. CDBG funds, including anticipated program income, should complete the report. In addition, any applicants to a State grantee for a subgrant should complete the report if more than \$200,000 in covered assistance is or can reasonably be anticipated. The requirement addresses the aggregate amount of assistance. Therefore, if the applicant anticipates less than \$200,000 in CDBG assistance, but intends to combine the funds with enough other covered assistance (such as Section 8 project-based Housing Assistance Payments) to exceed \$200,000 in total assistance, the applicant must make the disclosures. Any applicant/recipient who is required to complete a disclosure report for another agency in conjunction with a project assisted with State CDBG funds may submit a copy of that disclosure report to the Department of Commerce rather than completing a separate report.

Recipients who have previously filed disclosure reports must file update reports if the information in the original report changes either because of later developments subject to disclosure, or because of changes in the amount of government assistance, the sources of funds, or the uses of funds equal to the lower of \$250,000 or 10 percent of the applicable base (usually total project costs), or because of an increase in the financial interest of a person equal to the lower of \$50,000 or 10 percent of such interest.

Detailed Instructions:

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1. Enter the name, address, and telephone number, including area code, of the applicant or recipient.
2. Indicate whether the report is an initial report or an update report.
3. Enter the Social Security Number or the Employer Identification Number of the applicant or recipient.
4. Enter the project name and indicate the location as specifically as possible. In the case of update reports, give the CDBG grant number.
5. Enter the total amount of assistance being requested as stated in the application, including anticipated program income. In the case of update reports, enter the total amount of assistance provided according to the funding approval and anticipated program income.
6. Indicate whether other government assistance is being provided, or can reasonably be expected to be provided, for the project. Other government assistance includes any loan, grant, guarantee, insurance payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is being sought.

If other government assistance is provided, or expected to be provided for the project, all such assistance must be disclosed on attachments incorporated into the report. The disclosures should list the granting agency, the program and type of assistance (e.g., grant, loan, guarantee), and the amount expected to be made available.

Disclosures need only be made once, so that if this information is given in the Sources and Uses attachments, this may be indicated by checking the appropriate blank under “6. Other Government Assistance” on the Attachments page of the report.
7. Indicate whether there are persons with a reportable financial interest in the project. “Person” means an individual, corporation or business, unit of general local government or other governmental entity or agency or any other organization or group of people. A reportable financial interest is any financial involvement in the project including equity interest, shares in any profit on resale or distribution of cash or other assets, or receipt of compensation for goods or services provided in connection with the project or activities, which can be expected to exceed the lower of \$50,000 or 10 percent of the assistance sought. Compensation for performance of a contract procured under Federal procurement regulations is not, by itself, a covered financial interest. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

If there are parties with a reportable financial interest, the name and pecuniary interest of the parties must be disclosed in referenced attachments. If the party is an entity such as a unit of government or a corporation, the disclosure must include an identification of each officer, director, and/or principal stockholder. The pecuniary interest disclosure must include the type of participation (such as owner, contractor, investor) and the amount of the financial interest expressed both as a dollar amount and as a percentage of the amount of assistance involved.
8. Reference the statement or statements attached to the report showing the sources and uses of the funds available for, or expected to be available for, the project. Disclosure must be made of the gross amount of funds from all sources, including both governmental and non-governmental sources of funds and private capital resulting from tax benefits. For most projects, the financial forms in the appropriate guidelines will be adequate to document sources and uses. Please note, however, that if the “Other Government Assistance” disclosure section references the Sources and Uses Disclosures, then these Disclosures must identify the program and type of assistance.

9. Certification: The signatory certifies that all information in the report is complete and accurate. That is, except as disclosed in the report and attachments, there is no other government assistance, no other interested parties, and no other sources and uses of funds.

STATE CDBG PROGRAM REGULATIONS

1. Citizen Participation

If funded, the grantee will have documentation on file of compliance with citizen participation requirements in the application process 4 NCAC 19L. 1002 (b): publisher's affidavits of notices and minutes signed by the town or county clerk of the one required public hearings.

2. Project Administration

The grantee is responsible for CDBG oversight. If funded, the grantee will supervise the implementation of the project as follows:

The local government manager reviews and signs off on all project reports.

The project administrator or local government staff will present and give at least quarterly written status reports to the elected board. A signed copy of the quarterly report must be submitted to the grant representative for review.

At least two persons from the local government listed on the signatory cards will review and sign off on invoices and requests for payment.

Maintain all project files at the local government offices and make them available to citizens during regular business hours.

3. Audits/Compliance

CDBG grantees expending \$25,000 or more in a fiscal year are required to have funds audited for the CDBG program. CDBG funds can be used to pay for the CDBG portion of the audit provided the grantee has expended \$500,000 or more in the fiscal year in total federal awards (CDBG and other federal funds). If the grantee has expended less than \$500,000 in total federal awards, the grantee may budget local funds in the administrative line item in the CDBG application to pay for the CDBG portion of the audit and claim the local administrative funds as local commitment.

4. Program Income

If the local government makes a loan to the developer, a plan for reuse of funds will be developed subject to CI approval.

5. Legally Binding Commitment (LBC)

The local government will develop and execute a LBC with the non-profit subject to Community Investment requirements.

The applicant hereby assures and certifies that by his/her signature, its duly authorized official has read and understands the State CDBG Program Standards and, if funded, will adhere to all standards applicable to the funded project.

Name of Chief Elected Official

_____James D. O'Geary_____

Title

_____Mayor_____

Signature

Date

DISCLOSURE OF CIVIL RIGHTS COMPLAINTS/LAWSUITS

The City of Henderson hereby assures and certifies that there are no open, unresolved or pending civil rights complaints or lawsuits against the participating local governments in this Talent Enhancement Capacity Building Grant project. Furthermore, if there are any liens that have been placed on the City/County/Town, this fact must be disclosed and the circumstances of the lien must be described below.

Name of Chief Elected Official

James D. O'Geary_____

Title Mayor_____

Signature_____

Date _____

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below. Applicants should also review the instructions for certification included in the regulations before completing this form, signature on this form provides for compliance with certification requirements implementing Federal Executive Order 12549 and guidance issued in the Federal Register, Volume 70, No. 168, pages 51863 through 51880 for "Government wide Debarment and Suspension (Nonprocurement)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions:

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

Name of Applicant/Grantee

City of Henderson Project Name

Flint Hill Neighborhood Capacity Building

Printed Name and Title of Authorized Representative

James D. O'Geary, Mayor

Signature

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATIONS

1. By signing and submitting this form, the prospective participant is providing the certification set out on the "Certification Regarding Debarment, Suspension and Other Responsibility Matters" in accordance with these instructions.

2. Consequences of False Certification - The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. Errors in Certifying. - The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. Definitions and Further Guidance - The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations or you may refer to the Federal Register, Vol. 70, No. 168, pages 51863 -51880.

5. Certification Extends to Subcontractors - The prospective participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. Certification Included in Subcontracts - The prospective participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. Reliance on Certification - A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transition, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. New System of Records Not Required - Nothing contained in the foregoing should be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Consequences for Use of Ineligible Subgrantees - Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

ACTIVITIES IMPLEMENTATION SCHEDULE Name of Applicant: City of Henderson

Month 1 begins as of the date of Assistant Secretary signature on the Grant Agreement and Funding Approval.

List activities to be implemented and put an "X" in the columns for the beginning and ending months and connect with a straight line. List all activities to be carried out with TECBG funds. For example, this includes training of staff, hiring of staff or a consultant.

Months

Activities	1	2	3	4	5	6	7	8	9	10	11
	12	13	14	15	16	17	18				

1. Grant Agreement/
Funding Approval x x

2. Clearing Conditions

[illegible]

NON-PROFIT PARTNER CERTIFICATION

1. Name of Non-Profit:

Address of Non-Profit:

City and Zip Code

Telephone Number:

Fax Number:

E-mail Address:

2. Number of years non-profit has existed as an organization:
3. Number of years organization has had its 501 (c) 3 designation:
4. Certification by the Executive Director

a) I certify that information provided on the non-profit organization is true and to the following statements:

1) The capacity building funds to be provided to the organization as a sub-recipient will enable the organization to undertake activities heretofore not viable because of a lack of capacity in the organization;

2) If funded, the organization and its Board understand that as a sub-recipient of the Talent Enhancement Capacity Building Grant (TECBG) funds, it will inherit the same federal and state requirements and responsibilities as the applicant/grantee.

3) The organization's role in this application has been duly authorized by the governing board of the organization and the organization will comply with the attached certifications and all other federal and state requirements.

b) I acknowledge that, if funded, this application is part of the Grant Agreement.

c) Typed Name of Executive Director

d) Typed Title

e) Signature

f) Typed Date

NON-PROFIT PARTNER INFORMATION

Please attach the information requested below in an appendix following the application forms. With the exception of questions 1a and 1b, answers should be no more than 2 pages per question.

A. NARRATIVE QUESTIONS

1. Staff and Board of Directors

a. List names and titles of key staff members (optional: attach resumes)

b. List names of the Board of Directors. Indicate officer and describe any related experience of each member.

c. How are the board members chosen?

d. How many persons are full voting members of the governing body?

e. How many full voting members of the governing body are residents of the service area?

f. How many full voting members of the governing body are low and moderate-income residents?

g. How many full voting members of the governing body are representatives of low and moderate-income organizations?

- h. How many full voting members of the governing body are appointed by, consist of elected or other officials or employees of the local government(s) within the organization's geographic area of operation?
2. Describe the organization's mission.
3. Describe the organization's services.
4. Describe the organization's service area. Is the project area predominantly low/moderate income?
5. List non-profit's current and past activities and/or other housing projects. Have there been any problems in building houses (or other activities) so far? If so, what were the lessons learned and how will new projects overcome previous problems?
6. What are the non-profit's future plans? Will there be any program income from this project and others (or permanent sources of income) that will be used for future development?
7. How does the non-profit work with other service agencies in the community?

B. ATTACHMENTS TO NON-PROFIT NARRATIVES

1. Attach a copy of the IRS 501(c)(3) designation of your organization as a Non-Profit.
2. Attach the organization's articles of incorporation.
3. Attach the organization's charter or by-laws.
4. Attach the organization's balance and statement of revenues and expenditures.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 26 Nov 12 Short Reg. Meeting

31 October 2012

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

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

RE: **CAF: 12-B-36**

Consideration of Approval of 1) Resolution 12-92, Approving an Engineering Contract with McGill Associates to Perform Engineering Services Related to Improvements of the Sandy Creek Pump Station; and 2) Ordinance 12-78, FY13 Budget Amendment #17 Amending the CIP Sewer Fund Relative to the Engineering Services for the Sandy Creek Pump Station Improvements Project.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 12-92, Approving an Engineering Contract with McGill Associates to Perform Engineering Services Related to Improvements of the Sandy Creek Pump Station.
- Approval of Ordinance 12-78, FY13 Budget Amendment #17 Amending the CIP Sewer Fund Relative to the Engineering Services for the Sandy Creek Pump Station Improvements Project.

Executive Summary

City Council approved, via Resolution 12-18, the application for a State Revolving Fund Grant/Loan at the 27 February 2012 Council meeting for the Sandy Creek Pump Station Improvements.

On 3 April 2012, The City received notification from the Infrastructure Finance Section (IFS), (formerly the Construction Grants and Loan Section), that the City's application had been

reviewed and the Sandy Creek Pump Station Improvements Project found eligible to receive a low interest CWSRF loan in the amount of \$1,800,000, of which \$900,000 is in the form of principal forgiveness, with the balance at the prevailing CWSRF interest rate at the time of approval by the Local Government Commission (LGC). The Grant/Loan was accepted by the City via Resolution 12-A-18 on 29 May 2012. The preliminary engineering report was approved by the State on 5 October 2012 and the next step in the process is to proceed with the plans and specifications which have to be submitted by 3 June 2013, as indicated in the schedule below.

In order to proceed with this project, the City must meet the deadlines as outlined in the chart below:

<u>Milestone</u>	<u>Deadline</u>
Engineering Report Submittal	2 July 2012
Engineering Report Approval	3 December 2012
Plans and Specifications Submittal	3 June 2013
Plans and Specifications/Permit Approval	3 September 2013
Advertise Project, Receive Bids, Submit Bid Information and Receive IFS' Authority to Award	2 December 2013
Execute Construction Contract(s)	2 January 2014

This project is needed for several reasons. It has been determined that there is under performance of the pump station due to slippage between the magnetic drive and pump shafts and due to the age of the facility components, many of the parts have to be custom built. With the performance of the pumps, the lower discharge velocity within the force main may cause solids to build up within the main, thus providing a lower flow capacity within the main. As a result, there is a potential for more sewer overflows and overloading of the station during wet weather.

Funding for the Preliminary Engineering work, which includes Planning, Design, Permitting, Bidding and Award and Construction Administration and Inspection, will be reimbursed from proceeds of the Grant/Loan. The original proposal was for \$203,000 but has been reduced to \$191,700. The design cost was able to be reduced to some previous information that was available on the pump station and the construction phase services were reduced due to the possibility of construction taking place simultaneously during the HWRF improvements

Including the closing fees, the total estimated cost of this project is \$1,836,000.

Enclosures:

1. Resolution 12-92
2. Ordinance 12-78

RESOLUTION 12-92

A RESOLUTION OF THE HENDERSON CITY COUNCIL APPROVING THE CONTRACT WITH MCGILL ASSOCIATES TO PERFORM THE ENGINEERING SERVICES RELATIVE TO IMPROVEMENTS AT THE SANDY CREEK PUMP STATION

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

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

WHEREAS, the Federal 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 Council approved an application for aforementioned loan for the Sandy Creek Pump Station Improvement Project at the 27 February 12 Council Meeting, *and*

WHEREAS, the City of Henderson received notification on 3 April 2012 from NCDENR Infrastructure Finance Section that the Sandy Creek Pump Station Improvement project is eligible to receive a CWSRF loan in the amount of \$1,800,000 with \$900,000 being in the form of principal forgiveness; *and*

WHEREAS, the City was required to submit a Preliminary Engineering Report to the State and it was approved by the State on 5 October 2012; *and*

WHEREAS, McGill Associates is familiar with this project, as they are completing the design for the Henderson Water Reclamation Facility improvements and completed the Preliminary Engineering Report.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Henderson, North Carolina that it does hereby Approve the execution of the contract with McGill Associates and authorizes the Mayor and/or City Manager to sign all documents necessary to execute the contract with McGill Associates, being more fully Articulated in **Attachment A** to this Resolution, to perform the Engineering Services relative to this project.

The foregoing Resolution 12-92, upon motion of Council Member _____ and seconded by Council Member _____, and having been submitted to a roll call vote received the following votes and was _____ 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 42, pp

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ____ day of _____ 2012, by and between the **City of Henderson** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **Sandy Creek Pump Station Improvements** as generally described in Attachment "A" and the Engineering Report and Environmental Information Document (ER/EID) dated June 2012, and revised August 24, 2012, and

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

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

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

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

SECTION 2 - BASIC SERVICES

2.1 PLANNING AND DESIGN PHASE

- 2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.
- 2.1.2 Coordinate and conduct initial coordination meeting with the OWNER as needed to establish communication lines, meet with project team members, define project schedules and gather initial data and information from the OWNER.
- 2.1.3 Coordinate the provision of flow testing by the OWNER for the purpose of reviewing influent conditions from the upstream collection system and pumped flow conditions.
- 2.1.4 Complete a survey of the existing site to locate existing structures and provide topography of the proposed work area. Locate property boundaries of the City property. Locate property lines (boundary survey) of any tracts over which easements will be needed by the City for the Project, if any.
- 2.1.5 Prepare planning documents including preliminary design, equipment selections, and design calculations. The design will allow for the OWNER to either continuously operate the pump station or have temporary pumping capabilities during construction.
- 2.1.6 Prepare site master plan with structure, grading, and utility layouts.
- 2.1.7 Review preliminary design with OWNER for concurrence and acceptance.
- 2.1.8 Coordinate the provision of any subsurface investigation by others, if any, including assisting with solicitations and preparing site maps identifying locations for testing.
- 2.1.9 Prepare complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project as determined in the Engineering Report. This work shall include following:
 - a. Equipment selection, sizing, and layout
 - b. Yard piping design and drawings
 - c. Site, grading, erosion control, storm water, and paving drawings
 - d. Site details
 - e. Electrical design and drawings
 - f. Process and Instrumentation diagrams

- g. Structural design and drawings
- h. Technical specifications and bid documents

- 2.1.10 Prepare final design calculations for submission to review agencies.
- 2.1.11 Review design documents described above with the OWNER for comments and approval at milestones throughout the design phase of the project.
- 2.1.12 Perform an internal quality control and constructability review of the project.
- 2.1.13 Prepare opinion of probable cost upon submission of plans and specifications to NCDENR Infrastructure Finance Section, and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.1.14 Furnish two (2) hard copies and one (1) electronic copy of the final design documents to the OWNER.

2.2 PROJECT PERMITTING PHASE

- 2.2.1 Prepare and submit permit application and supporting documents to NCDENR Infrastructure Finance Section on or before June 3, 2013, to obtain the construction approval.
- 2.2.2 Prepare and submit permit application, supporting documents, and permit fees to NCDENR Land Quality Section to obtain the erosion and sediment control approval, if required.
- 2.2.3 Respond to review agency comments and modify documents as necessary to achieve permit approval.

2.3 BIDDING AND AWARD PHASE

- 2.3.1 Assist the OWNER with outreach to Disadvantaged Business Enterprise (DBE) contractors in accordance with SB 914.
- 2.3.2 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.3.3 Schedule a Pre-Bid Conference with the all prospective bidders and the OWNER to address any bidding questions, and to allow the prospective bidders to visit the project site.
- 2.3.4 Assist the OWNER in the prequalification of equipment.

- 2.3.5 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.3.6 Coordinate funding, DBE, and award documentation with NCDENR Infrastructure Finance Section.
- 2.3.7 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.3.8 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.

2.4 CONSTRUCTION PHASE

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

- 2.4.1 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2.4.2 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.
- 2.4.3 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to

provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. However, ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.

2.4.4 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on

ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- 2.4.5 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.4.6 The total construction contract time is assumed to be twelve (12) months. As part of this contract, field observation will be provided by a CFR on a limited, part-time basis during active work. Additional requested CFR time or construction services provided beyond the assumed twelve (12) months, will be considered Additional Services under Section 3 of this Agreement.
- 2.4.7 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 2.4.8 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
- 2.4.9 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER, Infrastructure Finance Services, and Contractor, conduct a pre-final observation site visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, Infrastructure Finance Services, and Contractor.

- 2.4.10 In company with OWNER's and Infrastructure Finance Services' representative, conduct a final observation site visit to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- 2.4.11 Schedule monthly construction progress meetings during active work periods with the OWNER, Infrastructure Finance Services, Contractor, ENGINEER and all other applicable parties discuss matters related to the Project. Prepare and distribute minutes of the meeting to all parties.
- 2.4.12 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.4.13 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.4.14 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.4.15 Coordinate and track the start-up and commissioning of mechanical equipment associated with the project. Additional site visits required due to work not being ready for start-up, or Contractor scheduling conflicts shall be considered Additional Services.
- 2.4.16 Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
- 2.4.17 Assist the OWNER in the selection and coordination of an independent geotechnical and materials testing laboratory to be provided at the OWNER's expense.
- 2.4.18 Require such testing of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals

comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

- 2.4.19 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.
- 2.4.20 Prepare for the OWNER a set of record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished.
- 2.4.21 Provide or make available all Project files and information to effect project closeout.
- 2.4.22 Review operation & maintenance (O&M) manuals submitted for the equipment and distribute to the OWNER.

2.5 POST CONSTRUCTION PHASE

- 2.5.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.
- 2.5.2 Schedule and conduct a one (1) year warranty review with the OWNER and Contractor following the start-up and commissioning of the project. This warranty review will be conducted during the 11th month of operation and will produce a complete listing of findings and required corrections.

SECTION 3 - ADDITIONAL SERVICES

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

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

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

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

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

SECTION 5 - PERIOD OF SERVICES

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

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

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

Planning, Design, and Permitting Phase Services	\$99,700
Bidding and Award Phase Services	\$12,000
Construction Phase Services –	
Hourly Basis, Not to Exceed	\$80,000
Post Construction Phase Services	Hourly Basis
Total Base Fee	\$191,700

- 6.1.2 The ENGINEER shall invoice the OWNER no more than eighty percent (80%) of the lump sum fee for Planning and Design Phase Services prior to meeting the milestone requirement in Section 2.2.1.

6.2 PAYMENT FOR ADDITIONAL SERVICES

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

6.3 TIMES OF PAYMENT

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

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any uncontested payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

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

7.2 OWNERSHIP OF DOCUMENTS

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

7.3 ESTIMATES

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

7.4 INSURANCE AND CLAIMS

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

7.5 SUCCESSORS AND ASSIGNS

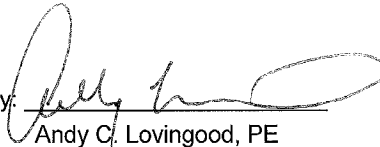
The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above,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

7.6 ENTIRE AGREEMENT

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

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

McGILL ASSOCIATES, P.A.

By: 
Andy C. Lovingood, PE
Principal – Vice President

(SEAL)

CITY OF HENDERSON

ATTEST: _____
Esther J. McCrackin
City Clerk

By: _____
James D. O'Geary
Mayor

PRE-AUDIT CERTIFICATION:

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

By: _____
Katherine C. Brafford , Finance Director
City of Henderson

APPROVED AS TO LEGAL FORM:

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

ATTACHMENT "A"
PROJECT UNDERSTANDING
SANDY CREEK PUMP STATION IMPROVEMENTS

The Sandy Creek Basin collects wastewater from the southeast section of the City at the Sandy Creek Pump Station with a combination of gravity sewers and intermediate pump stations. The Sandy Creek Pump Station, which is the largest lift station in the system, is overloaded during wet weather and unreliable. The pump station includes equipment and components that have exceeded their useful life and are subject to failure. Previous pump testing by the City indicated that the existing pumps are flowing much lower than originally designed. Pump equipment issues have resulted in slower pumps resulting in lower flows and solids depositing in the force main. Consequently, raw sewage backs up in the Sandy Creek system, eventually resulting in overflows.

During the Capital Improvements Planning process, the need for an upgrade was identified at the City of Henderson's Sandy Creek Pump Station. Through meetings with staff and Council, it was determined that McGill Associates would prepare and submit a Clean Water SRF application to the Infrastructure Finance Section (IFS) of the NC DENR for this important project. The funding application for this project was determined eligible to receive SRF funding in the amount of \$1,800,000, including \$900,000 of principal forgiveness. The first milestone to remain eligible for this funding was to submit an Engineering Report and Environmental Information Document (ER/EID) to IFS by July 2, 2012. IFS approved the ER/EID on October 6, 2012, well ahead of the milestone deadline. The City's next milestone to remain eligible for SRF funding is to submit plans and specifications for permitting by June 3, 2013.

The project generally includes the following components: Replace two (2) existing 250 HP pumps/motors with two (2) new 300 HP pumps/motors, new variable frequency drives (VFDs), new standby generator, new flow monitoring vault, new influent bar screen, new bypass pumping connections for emergency bypass pumping, piping, valves, electrical, and related appurtenances. The existing pump station location, influent sewers, wastewater structures, wet well, and building will remain. The project will retain the arrangement of the existing dry-pit vertical solids handling pumps.

The improvements will provide a more reliable pumping system to allow proper pumping of raw wastewater at the original design capacity (2,750 GPM). Future and separate improvements to the collection system will help to reduce wet weather flow issues and overflows in the system.

ATTACHMENT "B"
BASIC FEE SCHEDULE

April 1, 2010

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Senior Project Manager	\$155.00
Project Manager	\$135.00
Project Specialist	\$135.00
Financial Analyst	\$100.00
Senior Project ENGINEER	\$120.00
Project ENGINEER	\$105.00
Engineering Associate	\$ 85.00
Senior Engineering Technician	\$ 90.00
Engineering Technician	\$ 75.00
Senior Planner	\$100.00
Associate Planner	\$ 85.00
Property Specialist	\$ 65.00
Planner	\$ 70.00
Construction Services Manager	\$125.00
Senior Construction Administrator	\$100.00
Construction Administrator	\$ 80.00
Construction Document Coordinator	\$ 60.00
Administrative Assistant	\$ 60.00
Senior Construction Field Representative	\$ 75.00
Construction Field Representative	\$ 65.00
Surveying Services Manager	\$155.00
Survey Manager	\$105.00
Project Surveyor	\$ 90.00
Surveying Associate	\$ 75.00
Senior Survey Technician	\$ 65.00
Survey/GIS Technician	\$ 55.00
Survey Rodman	\$ 45.00
Electrical Services Manager	\$155.00
Firm Principal	\$180.00
Finance Officer	\$ 90.00
Senior CADD Operator	\$ 75.00
CADD Operator	\$ 65.00
Clerical	\$ 50.00

I. EXPENSES

- A. Mileage - \$0.65/mile
- B. Robotics/GPS Equipment - \$25/hr.
- C. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

II. ASSOCIATED SERVICES - Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

ORDINANCE 12-78

**AN AMENDMENT TO
THE CAPITAL IMPROVEMENTS PLAN SEWER FUND: 44;
SANDY CREEK PUMP STATION PROJECT
AND THE CAPITAL RESERVE UTILITIES FUND: 70
FY 12-13 BUDGET AMENDMENT #17**

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

WHEREAS, on 29 May 2012, the Council established the Sandy Creek Pump Station Capital Project via Ordinance 12-37; *and*

WHEREAS, the State of North Carolina has approved a combination low interest loan and principal forgiveness financing package for the Sandy Creek Pump Station Capital Project; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and capital reserve budgets from time-to-time.

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

			Ordinance 12-78			
FUNDS: 44: CIP Sewer Fund & 70: Capital Reserve Utilities Fund			FY12-13 Budget Amendment # 17			
44 CIP Sewer Fund Revenues			Approved	Current Budget	Amendment	Revised
<i>Department</i>	<i>Line Item</i>	<i>Code</i>				
Sandy Creek Pump Station Project	Transfer from 70 CR Utilities	44-857-461-070	\$ 16,200	\$ 16,200	\$ 36,000	\$ 52,200
Sandy Creek Pump Station Project	State Revolving Loan	44-857-458-221	\$ -	\$ -	\$ 900,000	\$ 900,000
Sandy Creek Pump Station Project	State RFL Grant	44-857-458-222	\$ -	\$ -	\$ 900,000	\$ 900,000
Total			\$ 16,200	\$ 16,200	\$ 1,836,000	\$ 1,852,200
						\$ 1,852,200
44 CIP Sewer Fund Expenditures			Approved	Current Budget	Amendment	Revised
<i>Department</i>	<i>Line Item</i>	<i>Code</i>				
Sandy Creek Pump Station Project	Legal/Admin	44-857-510-200	\$ 500	\$ 500	\$ -	\$ 500
Sandy Creek Pump Station Project	Preliminary Engineering	44-857-510-296	\$ 15,700	\$ 15,700	\$ -	\$ 15,700
Sandy Creek Pump Station Project	Construction	44-857-510-400	\$ -	\$ -	\$ 1,432,000	\$ 1,432,000
Sandy Creek Pump Station Project	Contingency	44-857-509-900	\$ -	\$ -	\$ 143,000	\$ 143,000
Sandy Creek Pump Station Project	Engineering Planning & Design	44-857-510-301	\$ -	\$ -	\$ 116,000	\$ 116,000
Sandy Creek Pump Station Project	Construction Admin/Observation	44-857-510-800	\$ -	\$ -	\$ 87,000	\$ 87,000
Sandy Creek Pump Station Project	Geotech/Materials Testing	44-857-510-305	\$ -	\$ -	\$ 22,000	\$ 22,000
Sandy Creek Pump Station Project	2% SRF Closing Fee	44-857-567-000	\$ -	\$ -	\$ 36,000	\$ 36,000
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
Total			\$ 16,200	\$ 16,200	\$ 1,836,000	\$ 1,852,200
						\$ 1,852,200
Variance					\$ -	
70: Capital Reserve Utilities Revenues			Approved 1 Jul 12	Current Budget	Amendment	Revised
<i>Line Item</i>	<i>Code</i>					
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -	\$ -
						\$ -
70: Capital Reserve Utilities Expenditures			Approved 1 July 12	Current Budget	Amendment	Revised
<i>Department</i>	<i>Line Item</i>	<i>Code</i>				
Sewer Capital Reserve Unspecified	Reserve	70-851-509-850	\$ 77,800	\$ 77,800	\$ (36,000)	\$ 41,800
Sewer Capital Reserve Unspecified	Transfer to 44: CIP Sewer Fund	70-851-571-044	\$ -	\$ -	\$ 36,000	\$ 36,000
Total			\$ 77,800	\$ 77,800	\$ -	\$ 77,800
						\$ 77,800
Variance					\$ -	
Reference:		Notes:				
CAF 12-36 and Resolution 12-18 on 27 February 2012		These instruments authorized submission of the grant application to the State.				
CAF 12-A-36; Resolution 12-A-18; and Ordinance 12-37, FY11-12 Bud Amendment 46, approved on 29 May 2012		Resolution 12-A-18 Accepted the grant/loan from the State and Ord 12-37 established this capital project.				
CAF 12-B-36; Ordinance 12-78, FY12-13 Budget Amendment 17 ; and Resolution 12-92 on 5 Nov 2012, initial presentation, and consideration for approval at 29 Nov 12 meeting.		This amendment has the effect of budgeting the State Revolving Loan and Principal Forgiveness financing in order for the project to move forward with engineering. Resolution 12-92 provides for award of engineering contract to McGill Associates				

The foregoing Ordinance 12-78, 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 26th day of November 2012: YES:. NO:. ABSTAIN:. ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Reference: Minute Book 42 p. ; CAF 12-B-36

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 12-78 adopted by the Henderson, City Council in Regular Session on ***** (*Minute Book 42 p.****). This Ordinance is recorded in *Ordinance Book 8*, p. ***.

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

Esther J. 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: 26 Nov 12 Short Reg. Meeting

19 November 2012

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

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

RE: CAF: 12-115

Consideration of Approval of 1) Resolution 12-73, Acceptance of a Clean Water Management Trust Fund (CWMTF) Grant in the Amount of \$600,000 for Improvements at the Henderson Water Reclamation Facility; and 2) Ordinance 12-66, FY 13 Budget Amendment # 12, Amending Fund 44, CIP Sewer Improvements, to Include These Funds.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

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

Recommendation:

- Approval of: 1) Resolution 12-73, Acceptance of a Clean Water Management Trust Fund (CWMTF) Grant in the Amount of \$600,000 for Improvements at the Henderson Water Reclamation Facility; and
- 2) Ordinance 12-66, FY 13 Budget Amendment #12, Amending Fund 44, CIP Sewer Improvements, to Include These Funds.

Executive Summary

On 23 January 2012, Council, via Resolution 12-07, approved the application for a grant to the CWMTF for costs related to improvements at the Henderson Water Reclamation Facility (HWRF).

On 17 August 2012, The City of Henderson received notification that a CWMTF grant had been approved for the HWRF improvements in the amount of \$600,000. Since bids have not been received as of this time, it is not known whether these grant funds will help with the availability of funds in the event the bids come in higher than expected or potentially reduce the debt burden if favorable bids are received. The total of \$1.6 Million in grants and principal forgiveness is now available in conjunction with the loan proceeds.

As stated in the resolution, there remain technical components of the grant contract that are still under negotiation with the CWMTF to insure that we receive the full benefits of the grant. One of the main requests was to have all of the grant funds in the construction line item instead of contingency. This would help insure maximum use of the funds.

Full execution of the grant contract will not take place until the changes asked for by the City are either approved or denied.

Ordinance 12-66 amends FY 13 Fund 44: CIP Sewer Improvement budget to include these funds.

Enclosures:

1. Resolution 12-73
2. Ordinance 12-66
3. Grant Approval Letter
4. Resolution 12-07

RESOLUTION 12-73

ACCEPTANCE OF A GRANT FROM THE CLEANWATER MANAGEMENT TRUST FUND (CWMTF) FOR IMPROVEMENTS AT THE HENDERSON WATER RECLAMATION FACILITY (HWRF)

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

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

WHEREAS, the City received a state revolving loan fund/grant for improvements at the HWRF; *and*

WHEREAS, the City Council approved Resolution 12-07 on 23 January 2012, authorizing the submission of an application for a CWMTF grant to assist with the costs of the HWRF improvement project; *and*

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

WHEREAS, notification was received on 17 August 2012 that the City was awarded a grant in the amount of \$600,000 for improvements to the HWRF.

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

1. That the City of Henderson does hereby accept the CWMTF Grant in the amount of \$600,000 to aid in financing of the HWRF improvements.
2. That the City of Henderson will provide for efficient operation and maintenance of the project on completion of construction thereof.
3. That Mayor James D. O'Geary, the Authorized Official, and successors so titled, is hereby authorized to execute the grant contract, being more fully articulated in **Attachment A** of this Resolution, with the understanding that there are technical points of the contract still under negotiation with the CWMFT.
4. That the Mayor James D O'Geary and his successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
5. That the City of Henderson has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances

applicable to the project and to Federal and State grants and loans pertaining thereto.

The foregoing Resolution 12-73, 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: *Minute Book 42*, p. **.)

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing is a true and exact copy of *Resolution 12-73*, adopted by the Henderson, City Council in Regular Session on _____ 2012 (See *Minute Book 42*, p. **.). This Resolution is recorded in *Resolution Book # 3*, pp. **.

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

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

**STATE OF NORTH CAROLINA
CLEAN WATER MANAGEMENT TRUST FUND
GRANT CONTRACT
(WASTEWATER INFRASTRUCTURE)**

CWMTF PROJECT NUMBER: 2012- 539

GRANTOR: NC CLEAN WATER MANAGEMENT TRUST FUND ("Fund" or "CWMTF"), an independent agency of the State of North Carolina ("State") acting through its Board of Trustees solely in its official capacity pursuant to Article 18, Chapter 113A, of the North Carolina General Statutes ("NCGS")

CONTRACT ADMINISTRATOR: Larry Horton, P.E.
1651 Mail Service Center
Raleigh, North Carolina 27699-1651
Phone: 919.707.9128; Fax: 919.715.0397
Email: larry.horton@ncdenr.gov

GRANT RECIPIENT: City of Henderson, a North Carolina Municipal Corporation ("Grant Recipient")

CONTRACT ADMINISTRATOR: Frank Frazier, Assistant City Manager
City of Henderson
Post Office Box 1434
Henderson, North Carolina 27536
Phone: 252.431.6000; Fax: 252.492.7935
Email: ffrazier@ci.henderson.nc.us

FEDERAL I.D. NUMBER: 56-0980138

FISCAL YEAR END DATE: June 30

CONTRACT EFFECTIVE DATE: _____ (the "Effective Date")

CONSTRUCTION CONTRACT DATE: August 13, 2013

CONTRACT EXPIRATION DATE: October 31, 2014 (the "Expiration Date")

REIMBURSEMENT DATE: November 14, 2014

GRANT AMOUNT: up to \$600,000 (the "Grant")

AWARD DATE: August 13, 2012 (the "Award Date")

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THIS GRANT CONTRACT (the "Grant Contract"), is made and entered into as of the Effective Date by and between the Fund and the Grant Recipient, both sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Grant Recipient has submitted to the Fund an application requesting a grant of monies (hereinafter the "Grant Application") to engage in construction of improvements to increase the operational effectiveness and provide a more reliable treatment process at the current City of Henderson's Nutbush Creek wastewater treatment plant as more particularly described on Exhibit A (the "Project").

WHEREAS, the Fund is authorized by NCGS Chapter 113A, Article 18 to acquire land for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; to acquire conservation easements or other interests in real property for the purpose of protecting and conserving surface waters and urban drinking water supplies; to coordinate with other public programs involved with lands adjoining water bodies to gain the most public benefit while protecting and improving water quality; to restore previously degraded lands to reestablish their ability to protect water quality; to repair failing wastewater collection systems and wastewater treatment works if the repair is a reasonable remedy for resolving an existing waste treatment problem and the repair is not for the purpose of expanding the system to accommodate future anticipated growth of a community; to repair and eliminate failing septic tank systems, to eliminate illegal drainage connections, and to expand a wastewater collection system or wastewater treatment works if the expansion eliminates failing septic tank systems or illegal drainage connections; to finance stormwater quality projects; and to facilitate planning that targets reductions in surface water pollution.

WHEREAS, the Grant Recipient is a qualified applicant as that term is defined in NCGS §113A-254(a).

WHEREAS, the Project shall be carried out for the purposes and according to the schedule set out on Exhibit A, and pursuant to the budget set forth on Exhibit B.

WHEREAS, the Fund approved the Grant Recipient's application at its meeting on the Award Date and is willing to make the Grant to the Grant Recipient pursuant to the terms and conditions set forth in this Grant Contract.

WHEREAS, the Parties desire to enter into this Grant Contract and intend to be bound by its terms.

NOW, THEREFORE, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Grant Documents.** The documents described below are hereinafter collectively referred to as the "Grant Documents." In the case of conflict between any of these documents, each shall have priority over all others in the order listed below. Upon execution and delivery of this Grant Contract, it and the other Grant Documents and items required hereunder will constitute a valid and binding agreement between the Parties, enforceable in accordance with the terms thereof. The Grant Contract constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements. Only changes deemed non-material in type at the discretion of the Fund's Executive Director may be made to the Grant Contract without the consent of the Fund's Board of Trustees.

The Grant Documents consist of:

- a. This Grant Contract
- b. Exhibit A – Project description, water quality benefits, scope of work, conditions, and schedule
- c. Exhibit B – Project Budget
- d. Exhibit C – CWMTF Pre-Disbursement Checklist
- e. Exhibit C.1 – Statement of No Overdue Tax Debts: *[Not Applicable]*
- f. Exhibit C.2 – Assurances for Non-Federally Funded Contracts *[Not applicable]*
- g. Exhibit D – CWMTF Quarterly Progress Report Form
- h. Exhibit E – CWMTF Request for Reimbursement Form
- i. Exhibit F – Reporting and Audit Requirements
- j. Exhibit G – Definitions
- k. Exhibit H – General Terms and Conditions.

Upon execution and delivery of the Grant Contract, and once the Department of Environment and Natural Resources has notified the Fund that funds for the Grant have been encumbered, and the Grant Recipient has received its counterpart original of the Grant Contract, fully executed and with all dates inserted where indicated on the cover sheet of the Grant Contract, then the Grant Contract will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

2. **Purpose.** The purpose of the Grant is for construction of improvements to increase the operational effectiveness and provide a more reliable treatment process at the current City of Henderson's Nutbush Creek wastewater treatment plant for the protection of water quality. The Grant will be used for a portion of construction and construction contingency (the "Project"). Grant funds may not be used for the purchase of improvements or debris on any property, or for the removal of improvements or debris on any property, or for any other purpose not set forth herein. **Further, Grant funds may not be used for any eminent domain litigation or any action or expenditure related to eminent domain, unless approved by the Fund's Board of Trustees in writing prior to the action. The Board of Trustees shall review requests to use Grant funds for eminent domain action on a case-by-case basis. The Grant Recipient shall submit such requests in writing.**

3. **Fund's Duties.** Subject to the appropriation, allocation, and availability to CWMTF of funds for the Project, CWMTF hereby agrees to pay the Grant funds to the Grant Recipient in accordance with the payment procedures set forth herein.

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4. **Grant Recipient's Duties.** The Grant Recipient shall carry out the Project pursuant to the terms of this Contract.

5. **Contract Period.** The Fund's commitment to disburse Grant funds under this Grant Contract shall cease on the Reimbursement Date. It is the responsibility of the Grant Recipient to ensure that the Project is completed by the Expiration Date and that all costs to be reimbursed have been submitted to the Fund by the Reimbursement Date. After the Expiration Date, any Grant monies remaining under this Grant Contract no longer will be available to the Grant Recipient except to pay proper invoices for budgeted costs incurred by the Expiration Date. **The burden is on the Grant Recipient to request an extension of the Grant Contract if the Grant Recipient anticipates that the Project will not be completed by the Expiration Date.** The request for an extension must be made in a writing addressed to the Fund, explaining why an extension is needed and proposing a new expiration date for the Grant Contract. This written request must reach the Fund's office at least 60 days before the Expiration Date. The Fund may or may not approve the extension, based on Project performance and other factors. **The Fund is not responsible for notifying the Grant Recipient of an approaching Expiration Date.**

6. **Pre-Fund Disbursement Requirements.** Prior to the disbursement of any Grant monies under this Grant Contract, the Grant Recipient shall deliver to the Fund all of the documentation described on Exhibits C, C.1 and C.2.

7. **Project Site.** The Grant Recipient shall deliver to the Fund evidence satisfactory to the Fund that Grant Recipient has or will have an interest in and/or appropriate agreements covering the site of the Project and all other real property of Grant Recipient essential to the Project, including necessary easements and rights of way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the Project, and that such property is satisfactory to the Fund for the Project and is as warranted in paragraphs B.4 and B.5 on Exhibit H.

8. **Disbursement of Grant Funds.**

a. Proportionate Spending of Matching Funds. Grant monies are awarded based on a commitment of matching funds to the project. The Fund's final, cumulative portion of the total project cost will be no more than the percentage of funds originally committed to in the Grant Contract as given in Exhibit B. The Grant Recipient must demonstrate expenditure of matching funds as payments by the Fund are requested.

b. Requests for Payment. Disbursement of Grant funds for the Project shall be made by quarterly reimbursement of Grant Recipient's expenditures on the Project as set forth in Exhibits A and B. To obtain reimbursement, the Grant Recipient shall submit to the Fund's Contract Administrator the following documentation:

(i) A detailed narrative progress report describing the work accomplished on the Project and progress toward meeting the Project objectives, using the form shown on Exhibit D.

(ii) A completed and signed Payment Request form, as provided by the Fund and as

shown in Exhibit E, accompanied by appropriate itemized documentation supporting all expenses claimed and that clearly identifies each expenditure for which reimbursement is claimed. The supporting documentation must be organized in a manner that clearly relates the expenses shown in the supporting documentation to the line items shown on Exhibit E. Any application for reimbursement that does not clearly identify each expenditure and relate each expenditure to the line items shown on Exhibit E will not be processed, and will be returned to the Grant Recipient for correction and re-submittal. **Grant Recipient shall identify any sales tax for which reimbursement has been or will be obtained from the State Department of Revenue, and such monies shall not be reimbursed.**

c. Limited Grant Fund Disbursement in January, June, July and December. Funds will not be disbursed during the first week of January, the last three weeks of June, the first week of July, and the last two weeks of December.

d. Certification by Engineer. At the option of the Fund, reimbursements may be made only on the certificate and seal of an appropriately qualified registered Professional Engineer, that the improvements for which the reimbursement is requested have been completed in accordance with approved plans and specifications, to which certificate shall be attached an estimate by the construction contractor setting forth items to be paid out of the proceeds of each such reimbursement. The Fund, at its option, may further require a certificate from such appropriately qualified registered Professional Engineer that the portion of the Project completed as of the date of the request for reimbursement has been completed according to schedule and otherwise as approved by the Fund and according to applicable engineering standards and requirements. However, the Fund may, at its discretion, make reimbursements without requiring such certificates or construction contractor's estimate, in which event the Grant Recipient shall furnish the Fund a list of and the amounts of items to be paid out of the reimbursement, or such other evidence as the Fund may require.

e. Reimbursement Based on Progress. The Grant Recipient agrees to proceed with diligence to accomplish the Project according to the schedule set out in Exhibit A and shall show appropriate progress prior to each reimbursement. Reimbursement may be withheld or delayed if Grant Recipient fails to make progress on the Project satisfactory to the Fund. Amounts withheld shall be reimbursed with subsequent reimbursements in the event that Grant Recipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.

f. Proof of Payment. The Grant Recipient agrees to pay, as the work progresses, all bills for labor and materials going into the accomplishment of the Project, and agrees to submit to the Fund all such receipts, affidavits, canceled checks, or other evidences of payment as may be requested from time to time and, when and if requested by the Fund, furnish adequate proof of payment of all indebtedness incurred in the development of the Project.

g. Alternate Disbursement of Grant Funds. CWMTF may, upon request by the Grant Recipient, disburse grant funds prior to actual project payments by the Grant Recipient if costs are documented by unpaid third-party invoices. In order for CWMTF to disburse grant funds to the Grant Recipient based upon unpaid third-party invoices, the Grant Recipient shall indicate its review and approval of the unpaid third-party invoice in writing, and certify to the

CWMTF that the unpaid third-party invoice will be paid within three (3) working days of receipt of the disbursed grant funds. The Grant Recipient will confirm to CWMTF that the required payment has been made within three banking days of receipt of funds.

h. Payment of Construction Contingency Funds. Construction contingency funds will not be disbursed until the Grant Recipient has demonstrated that it has expended 100% of local matching funds and at least 90% of all other matching funds including matching grant and/or loan funds.

i. CWMTF Retaining Portion of Funds Until Project Completion. The Fund will withhold payment from the Grant Recipient in the amount of **\$50,000** of the Grant until the Grant Recipient has satisfactorily submitted its Final Report.

j. No Excess Costs. The Fund agrees to pay or reimburse the Grant Recipient only for costs actually incurred by the Grant Recipient that do not exceed the funds budgeted for the Project shown on Exhibit B.

k. Costs of Project Administration. The Fund agrees to reimburse the Grant Recipient for administrative costs consisting only of costs of labor for administrative work conducted exclusively on this Project. The Grant Recipient's requests for such reimbursement shall be made under the Project Administration line item of Exhibit B and shall conform with the following:

(i) Costs allowable under the Project Administration line item shall be only costs of labor needed to comply with the general conditions of the Grant Contract (e.g., progress reports, payment requests, preparing the project final report, revisions to the Grant Contract). Allowable Project Administration labor costs may include any of the following: (a) pay to the Grant Recipient's payroll employees, plus the Grant Recipient's cost of paying benefits on such pay (usually employees' pay times an audited or auditable benefits multiplier); (b) pay to contract employees of the Grant Recipient (e.g., temporary office support), payable at the Grant Recipient's actual cost, without application of a benefits multiplier; and/or (c) cost of professional services labor contracted by the Grant Recipient (e.g., engineering firm or consultant), payable at the Grant Recipient's actual cost for that labor.

(ii) Costs of any other work described in the Project Scope of Work in Exhibit A are not allowable under the Project Administration line item.

l. Period for Incurring Reimbursable Expenditures. The Fund will reimburse the Grant Recipient only for allowable Project expenditures that are incurred by the Grant Recipient or the Grant Recipient's consultants, contractors, or vendors during the period between the Award Date and the Expiration Date of the Grant Contract. The Fund will not reimburse the Grant Recipient for Project expenditures that are not incurred during this period.

9. **Grant Withdrawal for Failure to Enter into a Construction Contract.** Pursuant to NCGS §113A-254(f), if the Project includes construction, this Grant award shall be withdrawn if the Grant Recipient fails to enter into a construction contract for the Project within one year after the Award Date, unless the CWMTF Board of Trustees find that Grant Recipient has good cause for the failure. If the Trustees find good cause for Grant Recipient's failure, the Trustees must set a date by which Grant Recipient must take action or forfeit the grant.

10. Refunds, Reversion of Unexpended Funds, and Reduction of the Grant based on Construction Cost less than Budgeted Construction Cost.

a. Refunds. The Grant Recipient shall repay to the Fund any compensation it has received that exceeds the payment to which it is entitled herein, including any interest earned on funds reimbursed pursuant to the Grant Contract.

b. Reversion of Unexpended Funds. Any unexpended Grant monies shall revert to the Fund upon termination of the Grant Contract.

c. Reduction of the Grant based on Construction Cost less than Budgeted Construction Cost. The Fund may reduce the Grant amount if the Grant Recipient expects actual construction costs to be less than budgeted construction costs, as follows:

- (i) The Grant Recipient shall provide to the Fund a construction contract pricing document(s), consisting minimally of a statement of the scope of the construction work included in the pricing, a schedule of construction payment items, agreed-upon constructor or vendor pricing for each item, and a total anticipated construction cost based on the pricing.
- (ii) The Grant Recipient shall deliver the construction contract pricing document to the Fund's Contract Administrator within 30 days of executing a construction contract for the Project.
- (iii) The Fund may, at its discretion after comparing the total anticipated construction cost with the Grant Contract project budget, choose to reduce the Grant. If the Fund chooses to reduce the Grant, the Fund's Contract Administrator will prepare an amendment to the Grant Contract for this purpose, and the Fund will approve requests for reimbursement of the Grant Recipient's construction costs only after the amendment has been signed by both the Grant Recipient and the Fund.

11. Reporting Requirements. Reporting requirements are set forth on Exhibit F. Reports shall be made on the form set forth on Exhibit D.

12. Notice; Contract Administrators. All notices, requests or other communications permitted or required to be made under this Grant Contract or the other Grant Documents shall be given to the respective Contract Administrator. Notice shall be in writing, signed by the party giving such notice. Notice shall be deemed given three (3) business days following the date when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested.

13. Signature Warranty. Each individual signing below warrants that he or she is duly authorized to sign this Contract for the respective party, and to bind said party to the terms and conditions of this Grant Contract.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Grant Recipient and the Fund have executed this Grant Contract in two originals as of the Effective Date. One original shall be retained by each Party. If there is any controversy among the documents, the document on file in the Fund's office shall control.

GRANT RECIPIENT:

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney

FUND:

By: _____ (SEAL)
Name: John B. McMillan
Title: Chairman, Board of Trustees

EXHIBIT A
CWMTF Project No. 2012-539

Project Description: The City of Henderson requested \$600,000 of a \$16,947,300 effort to increase the operational effectiveness and provide a more reliable treatment process at the current City's 4.14 MGD Nutbush Creek WWTP, which discharges to Nutbush Creek in the Roanoke River basin in Vance County. The project will also add biological nutrient removal, which will improve effluent quality, but will not add capacity. The work will consist of new headworks; new influent pump station; new oxidation ditches with anaerobic and anoxic basins; final clarifier improvements; new sludge thickening process; aerobic digester improvements; return activated sludge and waste activated sludge pumping improvements; and Supervisory Control And Data Acquisition (SCADA) improvements. The WWTP is old and much of the equipment needs to be replaced or upgraded.

Clean Water Management Trust Fund funds will be used for a portion of Construction and Construction Contingency. The Board of Trustees approved a grant amount of up to \$600,000 for this project at its meeting on August 13, 2012. Matching funds will consist of NCDWQ Infrastructure Finance Section CWSRF loan, which has been secured. The City of Henderson previously received a CWMTF grant (2007-515) for \$429,000 to rehabilitate sewers; and a CWMTF grant (2008-518) for \$1,580,800 for improvements to the disinfection system at the City's WWTP and both of these grants are closed out.

Water Quality Benefits: The project will improve performance and reliability at the Nutbush Creek Water Reclamation Facility, which discharges into Nutbush Creek (C, Urban 303(d)) in the Roanoke River basin. The improved performance and reliability and addition of biological nutrient removal will improve effluent quality.

Scope of Work:

1. The project work consists of WWTP improvements without adding capacity including new headworks; new influent pump station; new oxidation ditches with anaerobic and anoxic basins; final clarifier improvements; new sludge thickening process; aerobic digester improvements; return activated sludge and waste activated sludge pumping improvements; and SCADA improvements. CWMTF funding will be used for a portion of Construction and Construction Contingency.
2. Matching funds will be provided by the City of Henderson for the remainder of the project work using a NCDWQ Infrastructure Finance Section CWSRF loan, which has been secured.

Conditions:

1. Prior to the release of any CWMTF funds, the Grant Recipient shall certify in writing to the CWMTF that this project is designed to treat the current wastewater flow and is not designed to accommodate wastewater from future growth.
2. CWMTF grant funds may not be used for infrastructure to accommodate future growth.
3. All state and federal permits related to the scope of work shall be secured prior to project implementation and copies of the permits shall be provided to CWMTF.

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4. Construction funds shall be released by CWMTF only after the state and federal permits related to the scope of work have been secured and copies provided to the CWMTF.
5. The grant recipient will be expected to fulfill the grant contract obligations and complete the project scope. It is CWMTF's obligation as a steward of state funds to ensure that all obligations of the contract are fulfilled. One possible consequence of not meeting the contract obligations would be for CWMTF to limit its financial participation in the project based on the proportion of the scope of work that was completed. CWMTF may either limit the amount of reimbursements that are provided for the project or initiate action to recoup an appropriate portion of the project costs from the grant recipient up to 100% of the grant amount. The project will not be considered complete until all of the project scope of work discussed above has been completed and is in operation.
6. The Grant Recipient shall provide or otherwise ensure that the matching funds below are provided to the project. Matching funds shall be comprised of:
 - NCDWQ Infrastructure Finance Section CWSRF loan (secured) \$16,347,000
7. The Grant Recipient shall also submit annual reports to the Fund following construction that detail and summarize effluent flows and pollutant loadings from the wastewater treatment plant for parameters of interest. The reporting period shall include **one year prior to construction and two years after construction of this Project is completed.**

Schedule:

1. **Construction Contract Date: August 13, 2013** (one year after the Contract Award Date). Enter into a construction contract by this date for the work identified as construction in Exhibit A. Failure to enter into a construction contract by this date will result in withdrawal of the Grant, unless the Fund's Board of Trustees has found the Grant Recipient had good cause for such failure and the Board of Trustees has set a date by which the Grant Recipient must take action.
2. **Contract Expiration Date: October 31, 2014**. Complete the Project Scope of Work and submit the Grant Contract Final Report (items in Exhibit F, item 2 and as otherwise specified in Exhibit A) by this date. The Fund will not reimburse the Grant Recipient for Project costs incurred after this date.
3. **Reimbursement Date: November 30, 2014**. The Fund must receive the Final Request for Payment for the Project by this date. The Fund will not accept or process for payment any request for payment received after this date. The Fund will not reimburse the Grant Recipient for costs incurred after the Contract Expiration Date.

EXHIBIT B
CWMTF Project No. 2012-539

Project Budget

Item	CWMTF Grant Award ⁽¹⁾	Matching Funds ⁽²⁾	Total Project Cost
1. Engineering Design & Permitting	\$0	\$1,000,000	\$1,000,000
2. Land Surveying Costs	\$0	\$30,000	\$30,000
<i>Construction</i>			
3. WWTP Improvements: New headworks; new influent pump station; new oxidation ditches with anaerobic and anoxic basins; final clarifier improvements; new sludge thickening process; aerobic digester improvements; return activated sludge and waste activated sludge pumping improvements; and SCADA improvements	\$552,381	\$12,897,619	\$13,450,000
4. Construction Administration/Observation	\$0	\$650,000	\$650,000
5. Geotechnical Services & Materials Testing	\$0	\$100,000	\$100,000
6. Construction Contingency ⁽³⁾	\$47,619	\$1,297,381	\$1,345,000
7. Legal Costs ⁽⁴⁾	\$0	\$15,000	\$15,000
8. Loan Closing Fee	\$0	\$332,000	\$332,000
9. Project Administration ⁽⁴⁾	\$0	\$25,000	\$25,000
Totals	\$600,000	\$16,347,000	\$16,947,000

(1) To obtain payment, the Grant Recipient must submit itemized documentation substantiating direct costs incurred in the implementing the project.

(2) Matching funds are contributed by:

- NCDWQ Infrastructure Finance Section CWSRF loan (secured) \$16,347,000

(3) Construction contingency funds allow the project to cover unanticipated construction costs, often resulting from unexpected conditions encountered during construction. Construction contingency funds are not intended to be used for work that is not construction (e.g., design or construction administration) nor for construction that is not part of the project scope of work (e.g., add-on work). The CWMTF Grant Award portion of funds in the Construction Contingency line item may be used only for costs associated with construction as given in the Project Scope of Work. These funds will be disbursed only after the Grant Recipient has demonstrated to the Fund that it has expended 100% of funds in Construction line items, 100% of local matching funds, and at least 90% of all other matching funds, including matching grant and/or loan funds.

(4) To obtain reimbursement, the Grant Recipient **must** submit itemized documentation substantiating direct costs incurred in the implementing the project. See item 8.k of this grant contract.

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EXHIBIT C
CWMTF Project No. 2012-539

Pre Fund Disbursement Checklist

Documents to Be Submitted to CWMTF Before any Funds will be Disbursed under the Grant

REQUIREMENT		DESCRIPTION/WHAT TO SUBMIT
Submit before first request for payment		
1	Authorization to Obligate	Written authorization from the governing board or other appropriate authority stating that it agrees to the obligations of Grant Recipient set out in this Grant Contract. [*See note below.]
2	Matching Funds	Proof of availability of matching funds included in the project budget. [**See note below.]
3	Design Certification	The Grant Recipient shall certify in writing to the Fund that the Project is designed to transport and/or treat the current wastewater flow and is not designed to accommodate wastewater from future growth.
4	Authorization to Construct or Permit(s) for Construction	For those projects for which grant funds will be provided for Project construction, prior to requesting reimbursement for construction costs, provide a copy of the Authorization to Construct for the Project or a copy of the permit(s) issued for construction, or written documentation from the appropriate State agency that construction of the Project does not require an Authorization to Construct or permit(s) for construction.
5	Project Site	Written documentation satisfactory to the Fund that Grant Recipient has or will have an interest in and/or appropriate agreements covering the site of the Project and all other real property of Grant Recipient essential to the Project, including necessary easements and rights of way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the Project, and that such property is satisfactory to the Fund for the Project and is as warranted in paragraphs B.4 and B.5 on Exhibit H.
6	Compliance with Prior Grant Award Requirements	The Fund shall be satisfied that the Grant Recipient properly completed and filed all documents, reports, and requests associated with any prior Fund awards.
7	Documents in Exhibit A	All documents as identified in Exhibit A "Conditions" (if any) as required prior to the release of CWMTF funds.
Submit before first request for construction payment		
8	Documents in Exhibit A	All documents as identified in Exhibit A "Conditions" (if any) as required prior to the release of CWMTF funds for reimbursement of construction activities.
9	Construction Contract Pricing Information	<i>[Comment: This item applies only to projects for which the Grant is funding construction.]</i> Within 30 days of executing a construction contract for the Project, submit construction contract pricing information consisting minimally of a statement of the scope of the construction work, agreed-upon constructor or vendor pricing for the construction work, and a total anticipated construction cost based on the pricing. (Refer to paragraph 10 of the Grant Contract.)
Submit before or accompanying request for final payment		
10	Grant Contract Final Report	Report per Grant Contract Exhibit F
11	Documents in Exhibit A	Documents as identified in Exhibit A "Special Contract Conditions" (if any) as required prior to the release of CWMTF funds.

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* Examples of proof of authorization to obligate include:

- Resolution of the governing board to obligate.
- Certified copy of board meeting minutes documenting giving of authority to obligate.

**Examples of proof of availability of matching funds include:

- Grants from other sources:
 - Copy of grant agreement.
 - Copy of grant award letter.
- Local agency matching funds:
 - Resolution of the governing board.
 - Budget showing allocation of matching funds to the Project, accompanied by a certified copy of board meeting minutes approving the budget or by a certified copy of board meeting minutes authorizing use of local matching funds for the Project.
 - Certified copy of board meeting minutes attesting to the use and amount of local funds for match.
 - Letters from other sources of matching funds attesting to contribution of the funds.

Note: Some of these items may have been supplied with your Grant application and/or may be on file with CWMTF. Please indicate on this checklist those items that have been previously supplied to CWMTF and the date they were supplied to CWMTF.

EXHIBIT C.1

STATE GRANT CERTIFICATION – NO OVERDUE TAX DEBTS

Not Applicable: Applies only to grant recipients that are nonprofit corporations

EXHIBIT C.2

ASSURANCES FOR NON-FEDERALLY FUNDED CONTRACTS

Not Applicable: Applies only to grant recipients that are nonprofit corporations

Henderson, City of - WW/Nutbush Creek Water Reclamation Facility Improvements; CWMTF No. 2012-539 15
Wastewater for Local Government Template; Revision No. 6; October 20, 2011

EXHIBIT D

**CWMTF FORM FOR QUARTERLY PROGRESS REPORT AND
COVER SHEET FOR FINAL REPORT (see next page)**

Henderson, City of - WW/Nutbush Creek Water Reclamation Facility Improvements; CWMTF No. 2012-539 16
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North Carolina Clean Water Management Trust Fund

Quarterly Progress Report and Cover Sheet for Final Report

Quarterly progress reports to be submitted every three months from the effective date of the contract and with each request for reimbursement.

Submit original to:
Larry Horton
CWMTF
1651 Mail Service Center
Raleigh, NC 27699-1651

Submit copy to:
Will Summer
CWMTF
1651 Mail Service Center
Raleigh, NC 27699-1651

Check One:

☐ Progress Report

☐ Final Report:

In addition to this cover sheet, the final report MUST include all information outlined in the Final Report section of the grant contract. Refer to Exhibit F of the grant contract for details.

CWMTF project no.: 2012-539		Contract effective date:		Contract expiration date:	
Project name/description:					
Grant Recipient:					
Primary contact:					
Address:					
Phone:		email:			
Progress report no.		Date prepared:			
Reporting period: from		to			
Project Status (check one under each category below):					
Project Schedule			Project Cost		
(1) ☐	Project on schedule		(1) Yes ☐ No ☐	Cost Changed?	
(2) ☐	Project delayed		(2) ☐	Estimated project cost overrun	
(3) ☐	Project canceled		(3) ☐	Estimated project cost underrun	
(4) ☐	Project complete		(4) ☐	Estimated Updated total project cost	
Summary Status of Project deliverables and outputs:					
Deliverable or output item	Progress since previous progress report and status at end of this reporting period		Expected completion date	Actual completion date	
Design plans, specifications & bid documents					
Permits*					
Construction Contract Award Date					
Begin Construction					
Complete construction					
Grant contract final report*					

* Indicates items to be submitted to CWMTF, per the grant contract.

Narrative Progress Report. Provide a complete and detailed narrative status report on the project for the reporting period.

Include the following (use additional pages as needed):

- Progress during the period.
- Problems encountered and resolutions.
- Next steps for the project.
- Anticipated problems or concerns.
- Other materials (photographs, charts) that demonstrate the project's status.

Please provide some discussion concerning progress on each of the following project scope items:

- Engineering design & permitting
- Construction:
 - new headworks;
 - new influent pump station;
 - new oxidation ditches with anaerobic and anoxic basins;
 - final clarifier improvements;
 - new sludge thickening process;
 - aerobic digester improvements;
 - return activated sludge and waste activated sludge pumping improvements
- SCADA improvements

Grant Recipient's Signature

Date

EXHIBIT E

CWMTF REQUEST FOR REIMBURSEMENT FORM (see next page)

Henderson, City of - WW/Nutbush Creek Water Reclamation Facility Improvements; CWMTF No. 2012-539 19
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EXHIBIT F

REPORTING AND AUDIT REQUIREMENTS

1. Project Progress Reports. Grant Recipient shall submit a written detailed narrative progress report describing the work accomplished on the Project and progress toward meeting the Project objectives to the Fund's Contract Administrator of the Fund, **quarterly beginning three (3) months from the Effective Date in the format set forth on Exhibit D.**
2. Grant Contract Final Report. Grant Recipient shall submit to the Fund's Contract Administrator a grant contract final report in accordance with the schedule shown on Exhibit A. **If the final report is not acceptable to CWMTF, it shall be returned to the Grant Recipient for correction. Final payment will not be made until the final report is acceptable to CWMTF.** At the discretion of the Fund, the Grant Recipient may be required to submit the report to the Fund's designated Field Representative also. The grant contract final report shall parallel the scope and conditions of the Grant Contract as defined in Exhibit A. The required format for this report is set forth on Exhibit D, and the report shall include:
 - a. A narrative statement evaluating and summarizing the completed Project including a concise statement of the Scope of Work in Exhibit A, a detailed description of the objectives the Grant Recipient hoped to accomplish with the Project, and comparison of the objectives with accomplishments.
 - b. A narrative description and evaluation of the water quality improvements achieved or are expected to be achieved as a result of this Project, referring at a minimum to the objectives given in Water Quality Benefits of Exhibit A. Include in the description and evaluation benefits provided by the Project in the context of other water quality improvement efforts in the Project's watershed.
 - c. A summary of changes made to the Project Scope of Work (Exhibit A) and Project Budget (Exhibit B) and reasons for the changes.
 - d. A discussion of the extent to which local partners and stakeholders participated in the Project, with respect to both funding and effort or time.
 - e. A discussion of what the Grant Recipient might do differently on a similar future project (i.e., "lessons learned").
 - f. Any other documents, reports or other evidence, including photographs necessary to verify that the Project has been concluded in compliance with this Grant Contract.
 - g. Copy of Engineer's Certification of Completion, if applicable.

The final report for Sewer Rehabilitation Projects shall include items (j) through (n) in addition to items (a) through (i):

- j. A summary of the linear feet and size of sewer line repaired or replaced or rehabilitated.
- k. A summary of the number and sizes of manholes repaired or replaced or rehabilitated.
- l. The cost per linear foot of sewer line repaired or replaced or rehabilitated.
- m. The estimated gallons per day of infiltration/inflow/exfiltration eliminated.
- n. An 11 x 17-inch map showing the locations of sewer lines and manholes that were repaired or replaced or rehabilitated.

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The final report for Wastewater Treatment Plant Repair Projects shall include items (o) through (p) in addition to items (a) through (i):

- o. A description of the improved level of wastewater treatment achieved as a result of this Project.
- p. The project cost expressed in cost per gallon of wastewater treated.

The final report for Decommissioning of Wastewater Treatment Plant Projects shall include items (q) through (s) in addition to items (a) through (i):

- q. Documentation of the plant abandonment.
- r. A copy of the written request from the Grant Recipient to the NC Division of Water Quality NPDES Unit requesting that the NPDES permit for the wastewater treatment plant be rescinded, and a copy of the response from the NPDES Unit.
- s. For projects in which wastewater flows are routed to another wastewater treatment plant, the Grant Recipient shall submit documentation of the agreement between the jurisdictions to accept the rerouted wastewater and estimate of cost per gallon.

The final report for Non-Discharge (Land Application of Wastewater) Projects shall include item (t) in addition to items (a) through (i):

- t. The project cost expressed as cost per gallon of wastewater land applied.

The final report for Reuse Projects shall include item (u) in addition to items (a) through (i):

- u. The project cost expressed as cost per gallon.

The final report for Failing Septic Tank/Straight Pipe Elimination Projects shall include items (v) through (x) in addition to items (a) through (i):

- v. Documentation from the County Health Department detailing the number of failing or illegal systems that were anticipated being repaired or hooked up to a sewer system and the number of repairs or hookups actually completed.
- w. The project construction cost expressed as cost per gallon and cost per system.
- x. The administrative costs of the project expressed as cost per gallon and cost per system.

3. Annual Reports for Sewer Rehabilitation Projects. The Grant Recipient shall submit annual reports in addition to the Status Reports and Grant Contract Final Report to the Fund's Contract Administrator for Sewer Rehabilitation Projects for two years following construction completion of the Project. The annual reports shall detail and summarize flow into the wastewater treatment plant, spill volumes, and spill incidences **for one year before and two years after construction of the Project**. These annual reports shall specifically document the number and volume of any wastewater overflows or spills occurring from the repaired or replaced segment of sewer line within that year, and documenting the cause of those overflows/spills and steps taken by the Grant Recipient to prevent future overflows/spills.

4. Annual Reports for Wastewater Treatment Plant Repair Projects. The Grant Recipient shall submit annual reports in addition to the Status Reports and Final Report to the Fund's Contract Administrator for Wastewater Treatment Plant Repair Projects for two years following

construction completion of the Project. The annual reports shall detail and summarize effluent flows and pollutant loadings from the wastewater treatment plant for parameters of interest. The reporting period shall include **one year prior to construction and two years after construction of the Project is completed.**

5. Annual Reports for Non-Discharge (Land Application of Wastewater) Projects. The Grant Recipient shall submit annual reports in addition to the Status Reports and Final Report to the Fund's Contract Administrator for Non-Discharge Projects for two years following construction completion of the Project. The annual reports shall detail and summarize groundwater monitoring well data for the land application site, for parameters as detailed in the permit for land application.

6. Project Audits. Grant Recipient agrees that the Fund and the State have the right to audit the books and records of the Grant Recipient pertaining to this Grant Contract both during performance and for five (5) years after the completion or termination of this Grant Contract or until all audit exceptions, if any, have been resolved, whichever is longer. The Grant Recipient shall retain complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature of all costs incurred under this Grant Contract, for that same period of time. The Grant Recipient agrees to make available at all reasonable times to the Fund all bid documents, and accurate books and records of all expenditures for costs applicable to this Grant Contract which will facilitate the audit of the Grant Recipient's records.

7. Other Required Reporting. In addition to the reporting requirements contained herein, NCGS §143-6.2 and 09 North Carolina Administrative Code 03M may place certain reporting requirements on local governments or other political subdivisions of the State of North Carolina, or a combination of such entities, which receive State funds through the disbursement of special appropriations. All such required reports shall be filed in the format required by the Office of the State Auditor, and shall be forwarded as follows:

- One copy to: North Carolina Office of the State Auditor, 20601 Mail Service Center, Raleigh, NC 27699-0601
- One copy to: DENR/Office of the Controller, 1606 Mail Service Center, Raleigh, NC 27699-1606.
- One copy to: Administrative Officer, North Carolina Clean Water Management Trust Fund, 1651 Mail Service Center, Raleigh, NC 27699-1651

EXHIBIT G

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have as their meanings in this Grant Contract the definitions set forth below. All definitions are from 09 North Carolina Administrative Code ("NCAC") 03M.0102 unless otherwise noted. Any change to the rule or statute adopted by the authority that is the source of the definition shall be automatically incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer, or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Construction contract" means a legally binding agreement between the Grant Recipient and another party for implementing construction work described in the project scope of work given in Exhibit A.
- (4) "Enter into a construction contract" means signature of a construction contract by both the Grant Recipient and another party for the construction work described in the project scope of work given in Exhibit A.
- (5) "Grant" means state funds disbursed by the Clean Water Management Trust Fund to a Grant Recipient to conduct activities described in this Grant Contract.
- (6) "Grant Contract" means a legal instrument that is used to reflect a relationship between the grantor and Grant Recipient and is used interchangeably herein with the term "Contract".
- (7) "Grant Recipient" shall mean one of the entities identified as a party to this Contract.
- (8) "Grantor" as used in this Grant Contract, means the Fund in its capacity as provider of grant funds for the Grant Recipient's use in conducting the project.
- (9) "Unit of Local Government" has the meaning in NCGS §§ 159-7(15) and 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS §160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

EXHIBIT H

GENERAL TERMS AND CONDITIONS

A. Affirmative Covenants

1. Compliance with Laws. Grant Recipient agrees to perform and maintain the Project in compliance with all federal, state and local laws and regulations, including, without limitation, environmental, zoning and other land use laws and regulations. The Grant Recipient agrees to take reasonable steps to advise Project participants that they shall comply in the same manner.
2. Insurance. The Grant Recipient agrees to keep structures or improvements of any sort constituting the Project fully insured at all times during construction and to keep fully insured all building materials at any time located on the Project. Grant Recipient will ensure that all contractors furnish adequate payment and performance bonds.
3. No Liens. The Grant Recipient shall take such action, including, without limitation, obtaining lien waivers, as shall be reasonably necessary to avoid liens against the Property in any way related to the Project.
4. No Mitigation. Grant Recipient shall not use the Property or any portion thereof to satisfy compensation mitigation requirements under 33 U.S.C. § 1344 or N.C.G.S. 143-214.11.
5. No Pollution Credits. If the Project enables the Grant Recipient to reduce the discharge of phosphorus, nitrogen, or any other nutrient or pollutant below, or further below, applicable regulatory limits ("Pollution Credits"), Grant Recipient shall not sell, trade or give to another person or entity that percentage of any resulting credits achieved by the Project corresponding to the percentage of the Project costs provided by the Fund.
6. Right of Entry and Inspections. The Grant Recipient shall permit representatives of the Fund to visit the Property and any other premises of the Grant Recipient to examine any Property purchased with the Grant funds and to review the activities of the Grant Recipient pursuant to the Grant, including books and records in any way related to the Grant or the Project.
7. Retention, Operation, Maintenance and Use.
 - (a) Grant Recipient agrees to complete the Project as approved by the Fund. The descriptions, purpose, schedules, scope of work and budgets set out in Exhibits A and B, and accompanying or related plans, specifications, estimates, procedures and maps submitted to the Fund by the Grant Recipient are the foundation of this Grant Contract. Only changes deemed non-material in type at the discretion of the Executive Director may be made without the consent of the Clean Water Management Trust Fund Board of Trustees.
 - (b) For a period of ten (10) years after Project completion, Grant Recipient agrees to maintain and manage, at maximum functional utility, the end product of the Project. The Grant Recipient shall inspect the Project on a routine basis, with additional inspections following major

storm events and shall make all necessary repairs to return the infrastructure to its full function within 2 weeks or as soon as possible thereafter.

(c) Property acquired, developed or improved with grant assistance from the Fund shall be retained and used for the purposes identified in Exhibit A and Grant Recipient hereby agrees to file or record such restrictions as may be required to assure such continued use and such restrictions shall be in form and substance satisfactory to the Fund.

(d) If at some future date, the Fund and the Grant Recipient agree that the Project should no longer continue on the Property, then Grant Recipient will abandon the Project and allow the Property to return to its natural state.

8. Material Modifications. Any proposed material modification of the Project shall be subject to approval by the Fund.

9. Conservation Easement or Other Land Use Restrictions. Grant Recipient shall obtain permanent Conservation Easements or other perpetual land use restrictions for this Project satisfactory to the Fund in its sole discretion.

10. Signs for Visibility. Grant Recipient shall post signs on publicly visible areas of properties that have public access and/or where private property owners are amenable to signage. The Fund will provide the signs or, if the Grant Recipient prefers, the Fund will provide artwork and specifications for signs fabricated and posted by the Grant Recipient. Signs must acknowledge the Fund as a source of funding for the Project.

11. Publicity. To the extent possible, the Grant Recipient will use its best efforts to appropriately publicize the Project's water quality benefits to the general public, local government and state representatives, including the role of the Fund in the funding and development of the Project.

12. Compliance with Reporting Requirements. Grant Recipient shall comply with reporting requirements applicable under North Carolina law.

13. Conflicts of Interest. Grant Recipient, as a local government entity, shall comply with all conflicts of interest laws, rules and regulations applicable to it in the State.

14. Additional Requirements. Grant Recipient shall comply with all legal requirements applicable to the use of the Grant.

15. If the Fund so requests, the Grant Recipient shall provide data to the North Carolina Rural Economic Development Center's Water Resources Inventory and Data Management Project and/or to the NC Geographic Information Coordinating Council's NC One Map Project.

B. Representations and Warranties

In order to induce the Fund to enter into this Grant Contract and to make the Grant as herein provided, the Grant Recipient after reasonable inquiry makes the following representations, warranties and covenants, which shall remain in effect after the execution and delivery of this Grant Contract and any other documents required hereunder, any inspection or examinations at any time made by or on behalf of the Fund, and the completion of the Project by the Grant Recipient:

1. No Actions. There are no actions, suits, or proceedings pending, or to the knowledge of the Grant Recipient, threatened, against or affecting the Grant Recipient before any court, arbitrator, or governmental or administrative body or agency which might affect the Grant Recipient's ability to observe and perform its obligations under this Grant Contract.
2. Validity of Grant Documents. Upon execution and delivery of items required hereunder, this Grant Contract and the other grant documents and items required hereunder will be valid and binding agreements, enforceable in accordance with the terms thereof.
3. No Untrue Statements. Neither this Grant Contract nor any information, certificate, statement, or other document furnished by Grant Recipient in connection with the Grant, contains any untrue statement of a material fact or omits disclosure of a material fact which affects the Property, the Conservation Easement or the ability of the Grant Recipient to perform this Grant Contract.
4. Environmental Condition of Property. The Grant Recipient warrants, represents and covenants to the Fund that to the best of its knowledge after appropriate inquiry and investigation: (a) the Property is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, and that there is no environmental condition existing on the Property that may prohibit or impede use of the Property for the purposes set forth in this Grant Contract, and the Grant Recipient will not allow such uses or conditions.
5. Title. The Grant Recipient is the sole owner and is seized of the Property in fee simple or the Grant Recipient has or will have an interest in and/or appropriate agreements covering the site of the Project and all other real property of Grant Recipient essential to the Project, including necessary easements and rights of way; that there is legal access to the Property; that the Property is free and clear of any and all encumbrances, except easements of record, none of which would nullify, adversely affect or limit in any way the terms or effect of the Project; Grant Recipient shall defend its title against the claims of all persons whomsoever, and Fund covenants that the Fund and the State shall have the use and enjoy all of the benefits derived from and arising out of the aforesaid Property.

6. Additional Requirements. Grant Recipient shall comply with all legal requirements applicable to the use of the Grant funds.

7. Books and Records. The Grant Recipient agrees to maintain and make available to the Fund at all reasonable times all documents, books, and records of all expenditures for costs applicable to this Grant Contract, and to submit properly certified billings for such costs on forms prescribed by the Fund and supported by detailed data sheets which will facilitate the audit of the Grant Recipient's records.

C. Termination by Mutual Consent

The Parties may terminate this Contract by mutual written consent with 60 days prior written notice to the Contract Administrators, or as otherwise provided by law.

D. Termination for Cause: Events of Default

1. Events of Default. The happening of any of the following, after the expiration of any applicable cure period without the cure thereof, shall constitute an event of default ("Event(s) of Default") by the Grant Recipient of its obligations to the Fund, and shall entitle the Fund to exercise all rights and remedies under this Grant Contract and as otherwise available at law or equity:

(a) Property Unsuitable. A determination by the Fund, prior to the disbursement of the Grant funds that the Property is unsuitable for the purposes of the Grant Contract.

(b) Unsuitable Use. The Property is used in a manner materially inconsistent with the purposes of this Grant Contract or the Project.

(c) Default in Performance. The default by the Grant Recipient in the observance or performance of any of the terms, conditions or covenants of this Grant Contract; provided, however, that no such default shall occur until the Grant Recipient has been given written notice of the default and 30 days to cure have elapsed.

(d) Misrepresentation. If any representation or warranty made by the Grant Recipient in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

(e) Eligibility of Grant Recipient. If Grant Recipient ceases to be qualified to receive Grant funds or is dissolved or otherwise ceases to exist.

(f) Abandonment of the Project. If Grant Recipient abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

E. Fund's Rights and Remedies

If an Event of Default shall occur, the Fund shall have the following rights and remedies, all of which are exercisable at the Fund's sole discretion, and are cumulative, concurrent and independent rights:

1. Project Termination. If an Event of Default occurs, the Fund may, at its discretion suspend and/or terminate all obligations of the Fund hereunder. If, in the judgment of the Fund, such failure was due to no fault of the Grant Recipient, amounts required to resolve at minimum costs any irrevocable obligations properly incurred by Grant Recipient shall, in the discretion of the Fund, be eligible for assistance under this Grant Contract.
2. Additional Remedies. If an Event of Default occurs, the Fund shall have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Project by any acts which may be unlawful or in violation of this Grant Contract or any other item or document required hereunder, (b) to obtain title to or otherwise preserve or protect its interest in the Project and any Property acquired with Grant funds, (c) to compel specific performance of any of Grant Recipient's obligations under this Grant Contract, (d) to obtain return of all Grant Funds, including equipment if applicable and/or (e) to seek damages from any appropriate person or entity. The Fund, or its designee, may also, at the Fund's sole discretion, continue to complete the Project, or any portion thereof deemed appropriate by the Fund, and the Grant Recipient shall cooperate in the completion of the Project. The Fund shall be under no obligation to complete the Project.
3. Nonwaiver. No delay, forbearance, waiver, or omission of the Fund to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Fund may be exercised from time to time and as often as may be deemed expedient by the Fund.

F. Miscellaneous

1. Modification. This Grant Contract may be rescinded, modified or amended only by written agreement executed by all parties hereto.
2. Benefit. This Grant Contract is made and entered into for the sole protection and benefit of the Fund, the State and the Grant Recipient, and their respective successors and assigns, subject always to the provisions of paragraph F.8 of this Exhibit H. Except for the State, there shall be no third party beneficiaries to this Grant Contract.
3. Further Assurance. In connection with and after the disbursement of Grant funds under this Grant Contract, upon the reasonable request of the Fund, the Grant Recipient shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by the Fund or otherwise appropriate to carry out and effectuate the Grant as contemplated by this Grant Contract and the

purposes of the Conservation Easement.

4. Compliance by Others. The Grant Recipient shall be responsible for compliance with the terms of this Grant Contract by any sub-grant recipient, including but not limited to, a political subdivision, public agency, or qualified non-profit organization to which funds or obligations are transferred, delegated or assigned pursuant to this Grant Contract. Delegation by the Grant Recipient to a sub-grant recipient of any duty or obligation hereunder does not relieve the Grant Recipient of any duty or obligation created hereunder. Failure by such sub-grant recipient to comply with the terms of this Grant Contract shall be deemed failure by the Grant Recipient to comply with the terms of this Grant Contract. Any such delegation of duties or obligations shall be in writing, signed by the Grant Recipient and sub-grant recipient, and shall contain an affirmative covenant by the sub-grant recipient that it shall abide by the rules set forth in Title 09, Subchapter 03M of the North Carolina Administrative Code.

5. Independent Status of the Parties. The Parties are independent entities and neither this Grant Contract nor any provision of it or any of the Grant Documents shall be deemed to create a partnership or joint venture between the Parties. Further, neither the Grant Contract nor any of the Grant Documents shall in any way be interpreted or construed as making the Grant Recipient, its agents or employees, agents or representatives of the Fund. The Grant Recipient is and shall be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. In no event shall the Fund be liable for debts or claims accruing or arising against the Grant Recipient. The Grant Recipient represents that it has, or shall secure at its own expense, all personnel required in the performance of this Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, the Fund.

6. Indemnity. The Grant Recipient agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless the State, the Fund, its Trustees, employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) damages or injuries to persons or property caused by the negligent acts or omissions of Grant Recipient, its employees, or agents in use or management of the Project or Property; or (b) use or presence of any hazardous substance, waste or other regulated material in, under or on the Property. The obligations under this paragraph are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Grant Contract.

7. No Discrimination. The Grant Recipient shall assure that no person will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity covered by this Grant Contract solely on the grounds of race, color, age, religion, sex or national origin.

8. Binding Effect, Contract Assignable. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that the Grant Recipient may not assign this Grant Contract or any of its rights, interests, duties or obligations hereunder or any Grant proceeds or other moneys to be

advanced hereunder in whole or in part without the prior written consent of the Fund, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void.

9. Governing Law, Construction and Jurisdiction. This Grant Contract and the other Grant documents and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. The headings and section numbers contained herein are for reference purposes only. The terms of this Grant Contract shall be construed according to their plain meaning, and not strictly construed for or against either party hereto. The Grant Recipient hereby submits to the jurisdiction of the state and Federal courts located in North Carolina and agree that the Fund may, at its option, enforce its rights under the Grant Documents in such courts. The parties hereto intend this document to be an instrument executed under seal. The Fund and any party that is an individual, partnership or limited liability company hereby adopts the word "SEAL" following his/her signature and the name of the Fund or partnership or limited liability company as his/her/its legal seal.

10. Savings Clause. Invalidation of any one or more of the provisions of this Grant Contract, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.

11. Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Grant Contract.

12. Survival. Where any representations, warranties, covenants, indemnities or other provisions contained in this Grant Contract by its context or otherwise, evidences the intent of the parties that such provisions should survive the termination of this Grant Contract or any Closing, the provisions shall survive any termination or Closing. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that the provisions of Exhibit H and the conditions shown on Exhibit A shall survive any termination of this Grant Contract as well as any Closing.

13. Incorporation of Exhibits. All exhibits attached to this Contract are fully incorporated as if set forth herein.

14. Entire Contract. This Grant Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

15. Headings. The headings of the various sections of this Grant Contract have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Grant Contract.

16. Time of the Essence. Time is of the essence in the performance of this Grant Contract.

Exhibit E: CWMTF Invoice Form				
Complete Parts 1, 2, 3, and 4 and send, along with backup, to: Clean Water Management Trust Fund 1651 Mail Service Center Raleigh NC 27699-1651 Direct questions to the CWMTF Project Administrator, Larry Horton, at larry.horton@ncdenr.gov or (919) 707-9128.		Grant Recipient Project Name	Henderson, City of - WW/ Nutbush Creek Water Reclamation Facility Improvements, Nutbush Creek	
		CWMTF No. 2012-539	Expiration Date: 10/31/2014	
		Request No.	Request Date:	
CWMTF FUNDS: \$600,000				
		CWMTF Funds Remaining: \$600,000.00		
	a	b	c	d
Activity	CWMTF funds budget	Payments previously approved	Payment requested	Payments approved + Payment requested (b + c)
Construction				
WWTP Improvements: New headworks; new influent pump station; new oxidation ditches with anaerobic and anoxic basins; final clarifier improvements; new sludge thickening process; aerobic digester improvements; return activated sludge and waste activated sludge pumping improvements; and SCADA improvements	\$552,381.00	\$0.00		\$0.00
Construction Contingency	\$47,619.00			
Total	\$600,000.00	\$0.00	\$0.00	\$0.00
		Total payment requested	\$0.00	
MATCHING FUNDS: \$16,347,000				
		Amount Matching Funds Remaining: \$16,347,000.00		
	e	f	g	h
Activity	Matching funds budget	Spending previously approved	Spending requested for approval	Spending approved + Spending requested (f + g)
Engineering Design & Permitting	\$1,000,000.00	\$0.00		\$0.00
Land Surveying Costs	\$30,000.00	\$0.00		\$0.00
Construction				
WWTP Improvements: New headworks; new influent pump station; new oxidation ditches with anaerobic and anoxic basins; final clarifier improvements; new sludge thickening process; aerobic digester improvements; return activated sludge and waste activated sludge pumping improvements; and SCADA improvements	\$12,897,619.00	\$0.00		\$0.00
Construction Administration/Observation	\$650,000.00	\$0.00		\$0.00
Geotechnical Services & Materials Testing	\$100,000.00	\$0.00		\$0.00
Construction Contingency	\$1,297,381.00			
Legal Costs	\$15,000.00	\$0.00		\$0.00
Loan Closing Fee	\$332,000.00			
Project Administration	\$25,000.00	\$0.00		\$0.00
Total	\$16,347,000.00	\$0.00	\$0.00	\$0.00
Initial indicating that a completed CWMTF Progress Report Form and backup substantiating spent amounts are attached.				
Initial indicating that applicable predisbursement documents (see Exhibit C) have been submitted.				
I certify that, to the best of my knowledge and belief, the amounts in this payment request for which payment by CWMTF is requested were incurred according to the terms of the Grant Contract and that these amounts have not previously been requested for payment.				
I further certify that, according to paragraph 8 of the Grant Contract (check one):				
☐ This invoice includes one or more expenditures incurred by a vendor(s) of the Grant Recipient for which the Grant Recipient has not yet paid its vendors, in which case the Grant Recipient agrees to: (1) pay its vendors for such expenditures within three banking days after receiving corresponding payment from CWMTF, and (2) confirm in writing to the Fund that all such previously unpaid vendor invoices have been paid; or ☐ This invoice includes no expenditures incurred by a vendor of the Grant Recipient and therefore <u>is entirely for reimbursement</u> by the Fund for payments already made by the Grant Recipient to its vendors for completed work.				
Signature:				
Submitted by:		Title:		
Email Address:		Telephone number:		
Notes:				
(1) To obtain payment, the Grant Recipient must submit itemized documentation substantiating costs incurred in implementing the project.				
(2) The CWMTF Grant Amount portion of funds in the Construction Contingency line item may be made available to other budget line items only after the Grant Recipient has demonstrated to the Fund that it has expended 100% of local matching funds and at least 90% of all other matching funds, including matching grant funds.				

CAF 12-115: 10 September 12

ORDINANCE 12-66

FY 2012—2013 Budget Amendment # 12 AN AMENDMENT TO THE CIP SEWER FUND and CAPITAL RESERVE UTILITIES FUND To Budget a CWMTF Grant of \$600,000

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

WHEREAS, the Council has created and uses a Capital Improvements Fund for active capital projects related to the Sewer Fund, said fund referred to as 44: CIP Sewer Fund; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and capital improvements budgets from time-to-time, and the reason for FY 12-13 Budget Amendment #12 is more fully articulated in **Attachment A** to this Ordinance.

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

			Ordinance 11-66			
FUNDS: 44: CIP SEWER and 70: CAPITAL RESERVE UTILITIES			FY 12-13 Budget Amendment #12			
PROJECT: Water Reclamation Facility Renovation			Budget Amendment #3 to this Capital/Grant Project			
<i>Project Budget Created on 11 Apr 11</i>			Approved 11-Apr-11	Current Budget	Amendment	Revised
REVENUES						
Transfer from Cap Reserve Utilities Fund	44-444-4610-71		\$ 70,000	\$ -	\$ -	\$ -
Transfer from Cap Reserve Utilities Fund	44-847-3690-71		\$ -	\$ 379,110	\$ -	\$ 379,110
State Revolving Loan	44-847-3660-01		\$ -	\$ 15,615,000	\$ -	\$ 15,615,000
State RFL Grant	44-847-3660-02		\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
State CWMTF Grant	44-847-458161		\$ -	\$ -	\$ 600,000	\$ 600,000
Total			\$ 70,000	\$ 16,994,110	\$ 600,000	\$ 17,594,110
						\$ 17,594,110
EXPENDITURES			Approved 11-Apr-11	Current Budget	Amendment	Revised
Phase 1						
Admin, Permitting and Legal Fees	44-847-4610-01		\$ -	\$ 2,000	\$ -	\$ 2,000
Legal/Administrative	44-847-5102-00		\$ 2,000	\$ -	\$ -	\$ -
Engineering Preliminary Engineering Report	44-847-5103-01		\$ 68,000	\$ -	\$ -	\$ -
Preliminary Engineering Report	44-847-2230-02		\$ -	\$ 68,000	\$ -	\$ 68,000
Phase 2						
Engineering Design	44-847-2230-03		\$ -	\$ 843,125	\$ -	\$ 843,125
Engineering Permitting Administration	44-847-2230-04		\$ -	\$ 32,105	\$ -	\$ 32,105
Engineering Bidding & Award Phase	44-847-2230-05		\$ -	\$ 39,380	\$ -	\$ 39,380
Engineering Geotechnical	44-847-2230-06		\$ -	\$ 110,000	\$ -	\$ 110,000
Admin, Permitting and Legal Fees-design phase	44-847-4610-02		\$ -	\$ 20,000	\$ -	\$ 20,000
Phase 3						
Construction Admin & Inspection	44-847-2230-10		\$ -	\$ 500,000	\$ -	\$ 500,000
Capital Outlay Reserve-not yet awarded	44-851-4990-99		\$ -	\$ 13,575,000	\$ -	\$ 13,575,000
Contingencies & Other						
Closing Fee-grant and loan administration	44-847-6700-01		\$ -	\$ 332,000	\$ -	\$ 332,000
Transfer to Capital Reserve Utilities	44-847-5610-70		\$ -	\$ -	\$ 379,110	\$ -
Contingency	44-847-9990-10		\$ -	\$ 1,357,500	\$ 220,890	\$ 1,578,390
Engineering Contingency	44-847-9990-20		\$ -	\$ 115,000	\$ -	\$ 115,000
Total			\$ 70,000	\$ 16,994,110	\$ 600,000	\$ 17,215,000
						\$ 17,594,110
Variance					\$ -	
70: CAPITAL RESERVE UTILITIES FUND REVENUES			Approved 1-Jul-12	Current Budget	Amendment	Revised
Department	Line Item	Code				
	Transfer from 44: CIP Sewer	70-700-461044	\$ -	\$ -	\$ 379,110.00	\$ 379,110.00
			\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ 379,110.00	\$ 379,110.00
						\$ 379,110.00
70: CAPITAL RESERVE UTILITIES FUND EXPENDITURES			Approved 1-Jul-12	Current Budget	Amendment	Revised
Department	Line Item	Code				
	Appropriation to Fund Bal	70-865-509800	\$ -	\$ -	\$ 379,110.00	\$ 379,110.00
			\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ 379,110.00	\$ 379,110.00
						\$ 379,110.00
Variance					\$ -	
Reference:			Notes:			
14 Feb 11: CAF 11-38; Res 11-12; MB 42, p.			Authorized application for grant/loan			
11 Apr 11: CAF 11-70; Res 11-44, Ord 11-29; MB42, p.			Approved PER work and established project ordinance: \$70,000			
10 Oct 11: CAF 11-134; MB42, p.			Mini-Brooks discussion			
26 Oct 11: CAF 11-A-134; Res 11-103; MB42, p.			Approved Mini-Brooks exemption			
14 Nov 11: CAF 11-B-134; Res 11-111; Ord 11-62; MB42, p.			First budget amendment to Project Ordinance: \$1,033,900			
28 Nov 11: CAF 11-C-134, Ord 11-62, MB42, p.						
12 Dec 11: CAF 11-D-134, Ord 11-62, MB42, p.			award of contract to McGill for engineering/design phase and establishing total project budget			
			Phase 1 was Preliminary Engineering & legal/admin: \$70,000			
			Phase 2 is design engineering, permitting, bidding and project contract award: \$1,044,610			
			Phase 3 is construction and is estimated at \$14,075,000			
25 June 12: CAF 12-75; Ord 12-42; BA# 53; MB42,p 492			Amend for decrease in estimated closing fees for grant and loan administration (23,190)			
10 Sept 12: CAF 12-115; Res 12-73; Ord 12-66; BA#12; MB42,p			Notification of approval of CWMTF grant: \$600,000. Transfer funds previously transferred in from Capital Reserve Utilities back to that fund.			
CG&L = Construction Grants & Loans from State of NC, DENR						

The foregoing Ordinance 12-66, upon motion of Council Member *** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was ***** on this the ** day of September 2012: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

*Reference: Minute Book 42, p.**; CAF 12-115*

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 12-66 adopted by the Henderson, City Council in Regular Session on _____ 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

Attachment A
Ordinance 12-66
FY 12-13 Budget Ordinance Amendment #12
(Reference: CAF: 12-15)

This amendment serves to budget a \$600,000 CWMTF grant as an additional revenue source for the Water Reclamation Facility Renovation Project as budgeted in the CIP Sewer Fund. It additionally serves to transfer back to the Capital Reserve Utilities Fund funds totaling \$379,110 which were previously transferred in to balance the project budget. With the additional \$600,000 in grant funds, the funds from this transfer should not be needed for this project and, once back in the Capital Reserve Utilities Fund, can be utilized for other pressing utility fund needs.

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

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



cleanwater
MANAGEMENT TRUST FUND

August 16, 2012

The Honorable James D. O'Geary
Mayor of City of Henderson
PO Box 1434
Henderson, NC 27536-1434

Re: CWMTF Application 2012-539 Henderson, City of - Nutbush Creek Water
Reclamation Facility Improvements, Nutbush Cr

Dear Mayor O'Geary:

Congratulations! I am writing on behalf of the Board of Trustees of the Clean Water Management Trust Fund (CWMTF) to advise you that the Board approved your request for funding for the subject grant up to \$600,000 to protect and restore surface water quality at its August 13, 2012 meeting.

The demand for funding to improve water quality remains high. One hundred fifty-seven local governments, state agencies, and land trusts requested over \$122,000,000 from the CWMTF 2012 Grant Cycle.

Staff will prepare and send you a draft contract for the subject project in the near future. Funds for this project cannot be encumbered until contracts have been signed by you and CWMTF and delivered to the Department of Environment & Natural Resources by CWMTF.

The General Assembly appropriates funds to the CWMTF so that we can assist you and other communities. I hope you will take the time to communicate the importance of this project to your local delegation.

Please contact your CWMTF Field Representative or me if you have questions or need more information.

Sincerely,

Richard E. Rogers, Jr.
Executive Director

cc: Will Summer

Frank
Richard E. Rogers, Jr.
Executive Director

CWMTF TRUSTEES

Chair, John B. McMillan
RALEIGH

Harold Bass
RUFFIN

Ron Beane
LENOIR

Frank Bragg
HUNTERSVILLE

Yvonne S. Brannon
RALEIGH

Karen Cragnolin
ASHEVILLE

John Garrou
WINSTON-SALEM

Joseph M. Hester, Jr.
ROCKY MOUNT

William Hollan
WINSTON-SALEM

George Howard
RALEIGH

Charles Johnson
GREENVILLE

Renee Kumor
HENDERSONVILLE

Kevin Markham
CARY

Christine Mele
ORIENTAL

Preston Pate
NEWPORT

Betty Chafin Rash
CHARLOTTE

Aaron Thomas
PEMBROKE

Stan Vaughan
CHARLOTTE

Charles Vines
BAKERSVILLE

Claudette Weston
WINSTON-SALEM

Jerry Wright
JARVISBURG

TEL 919 707-9120 | FAX (919) 715-0397 | www.cwmf.net
512 N. Salisbury St., Suite 1209, Raleigh, NC 27604
1651 MAIL SERVICE CENTER, RALEIGH, NC 27699-1651

One
North Carolina
Naturally

RESOLUTION 12-07

A RESOLUTION OF THE HENDERSON CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION TO THE CLEAN WATER MANAGEMENT TRUST FUND

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

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

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

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

WHEREAS, the North Carolina Clean Water Management Trust Fund has authorized the making of grants to aid eligible units of government or non-profit organizations in financing the cost of improvements and/or studies that will impact the quality of affected waterways,

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

That the City of Henderson will arrange financing for all remaining costs of the project through other grants and/or State Revolving Funds, if approved for a State grant.

That the City of Henderson will perform the functions and obligations of the grant recipient as set forth in a grant agreement, should this project be chosen for funding.

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

That James D. O’Geary, Mayor, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/ or grant to aid in the construction of the project described above.

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

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

The foregoing Resolution 12-07, upon motion of Council Member Daeke and seconded by Council Member Daye, and having been submitted to a roll call vote received the following votes and was Approved on this the 23rd day of January 2012: YES: Daeke, Daye, Coffey, Rainey, Davis, Kearney, Peace-Jenkins. NO: None. ABSTAIN: None. ABSENT: Inscoe.

James D. O’Geary, Mayor

ATTEST:

A. Ray Griffin, Jr., Deputy City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

Reference: Minute Book 42, pp. 351.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 26 Nov. Short Reg. Meeting

15 November 2012

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

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

RE: **CAF: 12—138**
Consideration of Approval of Resolution 12-91, Endorsing the Vance County 2012-2022 Solid Waste Management Plan.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- CV 9: Good Working Relationship with Vance County.

Recommendation:

- Endorsing the Vance County 2012-2022 Solid Waste Management Plan

Executive Summary:

As required by NC General Statute 130A-309-09A(b), Vance County has compiled a long-range plan for solid waste management for 2012-2022. This plan was originally adopted in 2000 and was revised in 2002, 2009 and 2010. This revised plan was approved by the County Commissioners at their 5 November 2012 meeting. The Statute also requires each unit of local government to update this Ten Year Comprehensive Plan at least every three years. Therefore, Council is asked to approve the County Plan as presented in Resolution 12-91.

Enclosures:

1. Resolution 12-91

RESOLUTION 12-91
ENDORISING THE VANCE COUNTY 2012-2022 SOLID WASTE
MANAGEMENT PLAN

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

WHEREAS, this Resolution addresses one of these Key Strategic Objectives as follows: CV 9: Good Working Relationship with Vance County; *and*

WHEREAS, it is a priority of the City of Henderson to protect human health and the environment through safe and effective management of municipal solid waste; *and*

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community; *and*

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system; *and*

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering; *and*

WHEREAS, the City of Henderson recognizes its role in the encouragement of recycling markets by purchasing recycled products when feasible; *and*

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste; *and*

WHEREAS, NC General Statute 130A-309.09A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years; *and*

WHEREAS, Vance County has undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively.

NOW THEREFORE BE IT RESOLVED, BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE endorsing the Vance County 2012-2022 Comprehensive Solid Waste Management Plan, being more fully articulated in **Attachment A** to this Resolution.

The foregoing Resolution 12-91, 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 November, 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

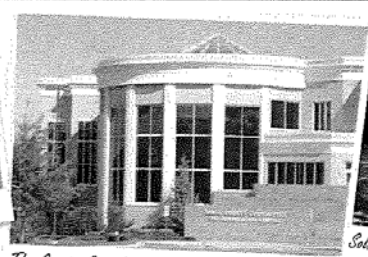
*Reference: Minute Book 42, p **, CAF 12-138*

Vance County Solid Waste Management Plan

July 1, 2012 – June 30, 2022



County Transfer Station



The County Courthouse



Solid Waste Convenience Site

VANCE COUNTY

A variety of
lifestyles,
vocations and
opportunities

VISION

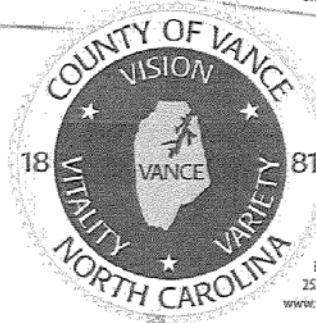
County Developed Business Park
New Library
Hospital Expansion
Recreation Complex

VITALITY

Established Retail Center
Highly Ranked Metropolitan Area
Growing Labor Force

VARIETY

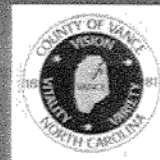
Kerr Lake
YMCA
Vance-Granville Community College
Close to Raleigh & Durham



County
Administration
122 Young Street
Suite B
Henderson, NC
252-736-2001
www.vancecounty.org

Previous Versions

Adopted September 2000; amended August 12, 2002; amended June 1, 2009; amended July 6, 2009 (inclusion of abandoned mobile home plan); amended December 6, 2010 (inclusion of electronic waste recycling component)



vision • vitality • variety

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Section 1 – Local Contacts

1. Jerry L. Ayscue, Vance County Manager
122 Young Street
Henderson, NC 27536
252-738-2002
jlayscue@vancecounty.org
2. Jordan McMillen, Vance County Director of Planning and Development
156 Church Street Suite 003
Henderson, NC 27536
jmcmillen@vancecounty.org
3. Lee Bodenhamer, Manager
Waste Industries
241 Vanco Mill Road
Henderson, NC 27537
252-438-5333
4. Frank Frazier, Assistant City Manager (City of Henderson)
234 Rose Ave
Henderson, NC 27536
252-430-5703
ffrazier@ci.henderson.nc.us
5. Tom Anderson, Community Improvement Specialist (Vance County)
156 Church Street Suite 003
Henderson, NC 27536
tanderson@vancecounty.org
6. Chris Fowler, Compliance Officer (Vance County)
156 Church Street, Suite 003
Henderson, NC 27536
cfowler@vancecounty.org

Vance County Solid Waste Planning Committee/Appearance Commission

1. Terri Hedrick – Chairperson (Appearance Commission)
2. Anne Bunch – Vice Chairperson (Appearance Commission)
3. Marion B. Perry
4. Bernadette Jefferson
5. Mary Anderson
6. Nettie White
7. Darrell Mullinix
8. Elizabeth Wyatt
9. Mitch Wyatt
10. Tom Anderson – Vance County Community Improvement Specialist
11. Chris Fowler – Environmental Compliance Officer (Vance County)
12. Vacant-Environmental Manager-Vance County.

Section 2 – Public Participation

This plan was prepared in accordance with North Carolina State Statute 130A-309.09A (b) for the purpose of meeting local solid waste needs and protecting the public health and the environment. Preparation of this plan was done through collaboration of the Vance County Manager's Office, Vance County Planning and Development Department, NC-Solid Waste Section, and the Vance County Appearance Commission. On a monthly basis, the Vance County Planning representatives and the County Manager's Office met with the County Appearance Commission. The Appearance Commission is appointed by the Vance County Board of Commissioners to assist planning and solid waste staff in promoting a system of "best management practices" for solid waste matters.

Specifically regarding the solid waste plan, individual meetings were held with both the City and County Appearance Commissions on August 13, 2012. A review of the plan took place and questions as well as comments were noted. A second meeting was held with both groups on September 10, 2012, to finalize the plan and incorporate their comments. These meetings provided an opportunity for comments and questions as well as public input. At the conclusion of the second meeting of both boards, motions of support were given and a vote to support the solid waste plan occurred.

Additionally a public hearing was scheduled and took place on November 5, 2012 to gain additional citizen input into the 10 year solid waste plan update. (See attached affidavit of publication). No public comments were made during the hearing.

The implementation of the Vance County Comprehensive Solid Waste Management Plan and the three year updates provide Vance County Management with a plan for reducing the waste stream over the next 10 years, with revised up-dates every three years. The planning area includes Vance County and the following municipalities: City of Henderson, Town of Kittrell, and the Town of Middleburg.

Vance County's plan sets the following goals to provide a vision in which the County will move forward in the area of solid waste management.

Solid Waste Goals

- Protect the public health and environment.
- Provide efficient, cost-effective solid waste collection, disposal, and reduction programs.
- Improve Vance County's appearance through litter control.
- Meet the established local waste reduction goals.
- Reduce incidents of illegal dumping and littering in Vance County.

Section 3 – Waste Characterization

The Vance County Solid Waste Management Plan update covers Vance County and its three incorporated municipalities during the FYs 2012-2022. The majority of Vance County's residents live in the unincorporated areas (see Table 1).

Table 1.

Vance County Population

Municipalities	Certified		Projections		
	2000	2010	2015	2020	2022
Henderson	16,095	15,368	15,695	15,953	16,057
Kittrell	148	467	470	475	480
Middleburg	162	133	132	130	130
Unincorporated Area	26,549	29,454	29,865	30,364	30,559
Total	42,954	45,422	46,162	46,922	47,226

Source: U.S. Census Bureau (Certified Populations); NC Office of State Budget and Management (County projections); Vance County Planning Dept. calculation (Town and City projections).

Waste Stream Characteristics

Definitions of waste types:

Residential – generated by households (single family, multi-family, and manufactured homes).

Commercial – generated by commercial activities.

Industrial – generated by industrial activities.

Construction/Demolition – generated by construction and demolition activities.

Inert Debris – Yard Waste, branches and stumps.

Scrap Tires – Used Tires (not permitted in landfills)

White Goods – Used Appliances

Electronic Waste – Computers, Televisions and Other Small Appliances

Vance County and its municipalities disposed of approximately 33,796 tons of MSW waste in FY 2011-2012. An estimate of the waste disposed by sector is shown in Table 2. These calculations are based on tonnage provided by Waste Industries, and estimates by county staff.

Table 2.

Estimated Waste Disposed by Sector, FY 2011-12

Waste Generator	Tonnage (03-04)	Percent of Waste (03-04)	Tonnage (07-08)	Percent of Waste (07-08)	Tonnage (11-12)	Percent of Waste (11-12)
Residential	17,706	27%	13,435	38%	8,886	26%
Commercial	22,298	34%	11,880	34%	11,491	34%
Industrial	13,770	21%	4,288	12%	9,155	27%
Construction and Demolition (C&D)	11,806	18%	5,339	15%	4,264	13%
Total (Tons)	65,580	100%	34,942	100%	33,796	100%

Source: Staff estimates based upon receipts from Waste Industries plus data from Granville County C&D Landfill.

The planning area estimates that 26% of the waste is residential waste, 34% of the waste is commercial waste, 27% of the waste is industrial waste, and 13% of the waste is construction and demolition (C&D) waste.

For FY 2011-2012, land clearing and inert debris (LCID) or yard waste is (not shown on the above table), but it is estimated that 3,740 tons of this debris is stockpiled and run through a tub grinder which produces mulch. The mulch is then provided to the mulching contractor as a part of their mulching contract. In addition, an unknown amount of LCID material is disposed of in privately operated and permitted LCID landfills.

Additionally during the FY 2011-2012, the county collected 710 gallons of used motor oil, 24.61 tons of white goods, 65 tons of scrap tires, and recycled a total of 703.67 tons which included 118.37 tons of electronic waste and 258.79 tons of cardboard.

Table 3 provides a summary and break down of the total amount of residential waste collected from each of the eight (8) county convenience sites. The sites are manned, and with their convenient locations geographically throughout the county provide an opportunity for residents to drop off municipal solid waste, recyclables, white goods, motor oil, and electronic waste at two of the sites.

Table 3.

Residential Waste Collection by Convenience Sites, FY 2011-12

Convenience Site	Trash Tons	Household Recycling Tons
Site #2 (Warrenton Road)	1,832.94	57.75
Site #7 (Brodie Road)	1,718.42	71.71
Site #5 (Old Aycock School Site)	1,224.38	27.91
Site #3 (Gun Club Road)	1,003.85	46.43
Site #6 (Old Zeb Vance School Site)	947.11	29.30
Site #8 (Drewry-Manson Road)	894.13	35.08
Site #1 (Old County Landfill Site)	856.39	33.83
Site #4 (Tungsten Mine Road)	407.52	22.88
Totals	8,884.74	324.89

Source: Waste Industries; Note: This is not an all-inclusive list of all municipal solid waste and recyclables. The sites collect a portion of the total solid waste and recyclables.

Table 4 lists major waste generators, estimates, and the primary waste materials disposed through the Solid Waste Transfer Station in Vance County. The most common non-residential materials disposed are (C&D) materials.

Table 4.

Non-Residential Major Waste Generators and Estimated Tons, FY 2011 – 2012

Source	Tons	Major Material
Proctor & Gamble Companies	585.40	Industrial
Walmart	332.69	N/A
Variety Wholesalers	324.35	N/A
Maria Parham Medical Center	323.10	Medical and Industrial
Vescom	221.11	Industrial
Teichmann (Contractor at IAMS)	169.55	Industrial & C&D
MR Williams, Inc.	144.54	C&D Material
Lowes Home Improvement	128.21	Industrial & C&D
Cole's Backhoe	126.75	C&D Material
Golden Corral	118.85	Industrial
Eastern Minerals	113.58	Industrial
Saint-Gobain Containers	111.24	Industrial
Architect Builder	100.79	C&D Material
Gupton Servicing	95.33	C&D Material
H.G. Reynolds	92.57	C&D Material
Staples	86.74	Industrial
W.W. Properties	86.45	C&D Material
The Peanut Roaster	86.09	Industrial
The Rogers Group	85.97	C&D Material
Rehab Builders	81.11	C&D Material
Vance Construction	78.51	C&D Material
Roses #183	76.19	Industrial
NC Dept. of Transportation	69.72	C&D Material
Pacific Coast Feathers Co.	64.82	Industrial
Carolina Country Snacks	62.06	Industrial
Kerr Lake Reservoir	60.87	C&D Material
Idaho Timber	52.03	C&D Material
Jerry's Artarama	50.48	Industrial
Total	3,929	

Source: Receipts from Waste Industries.

Section 4 – Waste Reduction Goals

The North Carolina Department of Environment and Natural Resources established a state “baseline” goal of 20% waste reduction for the year 2006 and then a 40% reduction goal to be reached by 2014.

The waste reduction goals can be converted from percent to tons diverted by examining population estimates and past waste disposal figures. The baseline (FY 1991-1992) disposal rate was 1.11 tons per capita (figure provided by the NC Solid Waste Section-August 30, 2000). At this per capita disposal rate, Vance County would dispose of 51,745 tons in FY 2017-18 and 52,421 tons in FY 2021-22 (see Table 5).

Table 5.
Five and Ten Year Waste/Population Projections (using base per capita disposal rate)

Year	Population	Waste Disposal	Per Capita Disposal Rate
Baseline Year, 1991-92	39,095	43,267	1.11
FY 2000-01	42,954	68,420	Actual
FY 2007-08	43,583	34,942	Amount
Year	Projected Population	Projected Waste Disposal	
FY 2013-14	46,010	51,071	1.11
FY 2017-18	46,617	51,745	1.11
FY 2021-22	47,226	52,421	1.11

Source: Population projections from the NC Office of State Budget and Management; Historical population from US Census Bureau; Baseline Year per Capita provided by the NC Solid Waste Section, 8/30/2000; Calculations by the Vance County Planning and Development Department.

In the past, Vance County has not met its local goals for waste reduction although with the economic downturn coupled with additional waste reduction measures, the county has been able to meet its 20% waste reduction goal in 2008 and its 30% waste reduction goal in 2012. While construction and demolition (C&D) waste has been drastically reduced over that same period, it is also important to note that all sectors (residential, commercial, and industrial waste) have declined. The commercial and industrial reduction appears to be related to the loss of industry in Henderson and Vance County while the reduction in C&D waste may be a result of less building activity over the last few years. With the economy seemingly having an effect on those sectors, it is important to point out that residential waste has been reduced as well. A good portion of this reduction is a result of proactive waste reduction measures implemented by the County.

Looking forward, Vance County looks to maintain a 30% reduction goal through 2018 and has increased the reduction goal to 40% through 2022. In order to maintain the 30% reduction through 2018 the County must maintain its per capita disposal rate of 0.78 and then in order to meet a local goal of 40% by 2022, the county must reduce its per capita disposal rate to 0.67 in FY 2021-22. (see Table 6).

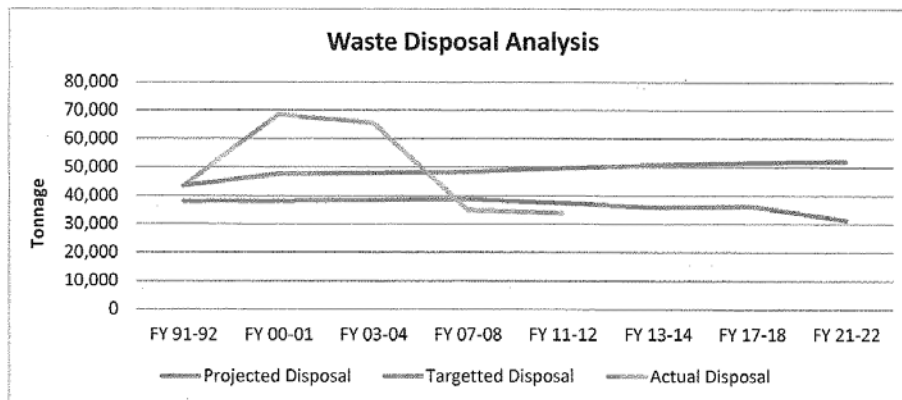
While Table 5 presented waste projections based upon the base per capita rate (1.11), table 6 provides a look at past as well as future waste reduction goals and status. Using the new target per capita rates, the target annual tonnage for disposal by Vance County would be 36,221 tons in FY 2017-18 and 31,453 tons in FY 2021-22. It is important to note that the county's tonnage disposed in FY 2007-08 met the 20% waste reduction goal and the tonnage disposed in FY 2011-2012 (33,796 tons) meets the 30% waste reduction goal.

Table 6.

Targeted Waste Reduction, FY's 2017-18 and 2021-22

Calculations	FY 2000-2001	FY 2007-2008	FY 2011-2012	FY 2017-2018	FY 2021-2022
1. Baseline year per capita disposal rate (County figure provided by NC Solid Waste Section)	1.11	1.11	1.11	1.11	1.11
2. Percent Waste Reduction Goal	20%	20%	30%	30%	40%
3. Targeted per capita disposal rate (Subtract the percent goal from 1.0, then multiply result by line 1)	0.89	0.89	0.78	0.78	0.67
4. Population in the new waste reduction goal year (Projections - Office of State Planning; Historical - Census Bureau)	42,954	43,583	45,708	46,617	47,226
5. Projected Tonnage for disposal at baseline disposal rate (multiply line 1 by line 4)	47,679	48,377	50,736	51,745	52,421
6. Targeted annual tonnage for disposal at targeted goal rate (multiply line 3 by line 4)	38,143	38,702	35,515	36,221	31,453
7. Targeted annual tonnage to reduce (subtract line 6 from line 5)	9,536	9,675	15,221	15,523	20,968
Status of Goals	NOT MET	MET	MET	PROPOSED	PROPOSED

Source: Vance County Planning and Development Department calculation



This plan is designed to determine the feasibility of our waste stream reduction goals and develop plans to meet those objectives. To do this, Vance County will target the types of waste generated as shown in Table 7. For a complete analysis of how these wastes will be targeted along with specific waste reduction activities see Section 6 below.

Table 7.

Approximate Waste Reduction by Sector, FY's 2017-18 and 2021-22

Waste Type	Targeted Tons to Reduce in FY 2017-18	Percentage Reduction	Targeted Tons to Reduce in FY 2021-22	Percentage Reduction
Residential	2,018	13%	2,726	13%
Commercial	5,744	37%	7,758	37%
Industrial	5,744	37%	7,758	37%
Construction and Demolition	2,018	13%	2,726	13%
Goal	15,523	100%	20,968	100%

Source: Estimates calculated per County staff based on percentages from Vance County Manager's Office

Residential Waste

This plan targets 2,018 tons in FY 2017-18 and 2,726 tons in FY 2021-22 for reduction in the residential waste sector. Table 8 summarizes the residential waste reduction methods to be used to meet the local goals.

Table 8.

Targeted Residential Waste reduction, FY's 2017-18 and 2021-22

Reduction Method	Targetted Materials	Estimated Tons FY 2017-18	Estimated Tons FY 2021-22
Source Reduction	Cardboard, Paper, Plastics, Glass and Aluminum	202	273
Recycling	Cardboard, Paper, Plastics, Glass and Aluminum	1,312	1,772
Reuse	Cardboard, Paper, Plastics, Glass and Aluminum	505	682
Total		2,018	2,726

Source: Estimates calculated per County staff based on percentages from Vance County Manager's Office

Commercial Waste

The goal for reducing the commercial waste is approximately 5,744 tons in FY 2017-18 and 7,758 tons in FY 2021-22. Table 9 summarizes commercial waste reduction projections.

Table 9.

Targeted Commercial Waste Reduction, FY's 2017-18 and 2021-22

Reduction Method	Targetted Materials	Estimated Tons FY 2017-18	Estimated Tons FY 2021-22
Source Reduction	Cardboard and Paper	574	776
Recycling	Cardboard, Paper, Plastics, Glass and Aluminum	3,734	5,043
Reuse	Cardboard, Paper, and Plastics	1,436	1,940
Total		5,744	7,758

Source: Estimates calculated per County staff based on percentages from Vance County Manager's Office

Industrial Waste

The goal for reducing industrial waste is approximately 5,744 tons in FY 2017-18 and 7,758 tons in FY 2021-22. Table 10 summarizes industrial waste reduction projections.

Table 10.

Targeted Industrial Waste Reduction, FY's 2017-18 and 2021-22

Reduction Method	Targetted Materials	Estimated Tons FY 2017-18	Estimated Tons FY 2021-22
Source Reduction	Cardboard and Paper	574	776
Recycling	Cardboard, Paper, Plastics, Glass and Aluminum	3,734	5,043
Reuse	Cardboard, Paper, and Plastics	1,436	1,940
Total		5,744	7,758

Source: Estimates calculated per County staff based on percentages from Vance County Manager's Office

Construction and Demolition (C&D) Waste

The goal for reducing construction and demolition (C&D) waste is approximately 2,018 tons in FY 2017-18 and 2,726 tons in FY 2021-22. Table 11 summarizes construction and demolition (C&D) waste reduction projections.

Table 11.

Targeted Construction and Demolition Waste Reduction, FY 2014-15 and 2018-19

Reduction Method	Targetted Materials	Estimated Tons FY 2017-18	Estimated Tons FY 2021-22
Source Reduction	Wood Products	--	--
Recycling	Cardboard, Paper, Plastics, Glass, Aluminum	908	1,227
Reuse	Wood Products	202	273
Mulching	Wood Products	908	1,227
Total		2,018	2,726

Source: Estimates calculated per County staff based on percentages from Vance County Manager's Office

Section 5 – Waste Handling Characterization

Municipal Solid Waste (MSW)

Vance County offers residents eight (8) staffed convenient waste drop off centers strategically located throughout the county. Each site has facilities for both MSW and recyclable commodities. Vance County comingles its plastic, paper, glass and aluminum commodities. Cardboard, waste oil and electronics are collected separately. Vance County operates two (2) electronic waste collection centers and is considering opening a third.

Waste Industries operates the collection and transportation phases of our solid waste program. Waste industries also operate a “curbside” pick up program for residents on a private contract basis. Waste Industries transports both MSW and recyclables collected at the convenience sites to the main transfer station before moving the MSW stream to the Upper Piedmont Regional landfill. The recyclables are transported to Sunoco in Raleigh for separation and reuse. Noble Oil collects and transports the waste oil for Vance County.

Construction and Demolition Waste (C&D)

Construction and Demolition waste is collected only at the transfer station. At this time, Vance County does not have a deconstruction and materials reuse program in place. We recommend that demolition contractor’s recycle as much construction material as they can. A portion of Vance County’s C&D materials are directly disposed in the Granville County C&D landfill.

Land clearing and inert debris (LCID)

Land clearing and inert debris (LCID) or yard waste is not shown on the tables, but it is estimated that in 2011-2012 a total of 3,740 tons of this debris was received and stockpiled. The County then contracts with Simmons and Simmons to have the materials ground up approximately twice per year. The mulch that is produced from the grinding is then provided to the mulching contractor as a part of their contract. The mulch is primarily hauled out of Vance County and used as boiler fuel. In addition, an unknown amount of LCID material is disposed of in privately operated and permitted LCID landfills.

White goods

White goods are collected at all eight (8) manned convenience sites. The commodities are collected periodically and moved to a “staging” area at the old Vance County Landfill. At the staging area, the appliances that contain refrigerant are separated from those that do not contain gases. A private contractor (Alford Mechanical) removes the refrigerant (gas) from the units and the white goods are then stored at that location until enough have accumulated to make it worthwhile for them to be removed for recycling.

Scrap tires

Scrap tires are collected only at a specific location at the “old” Vance County landfill. Certified tire generators and those who bring more than four (4) tires at one time are required to complete the NC State Certification form. Vance County does not currently charge customers for tire disposal. The tires are brought to the scrap tire section of the transfer station. Drivers must have the tires load, secured and counted. The tires are dumped on the ground and once a week a

contractor loads the tires into an open top trailer. When the trailer is full, another contractor transports the tires to Central Carolina Tire Recycling for disposal. For FY 2011-2012 a total of 813 tons of scrap tires made up of 85% passenger vehicle tires and 15% heavy truck tires were collected and disposed of in Vance County.

Electronics

Electronic waste is currently being collected at two (2) of our eight (8) convenience sites. Customers bring the electronic waste to the convenience site and place the materials in 8x20 foot "PODS". When the PODS are full, the e-waste recycling contractor is called to remove the e-waste. The County contracted with American Greenz, Inc. for the FY 2011-2012 program as well as for July, August and September of 2012. Beginning in September 2012 the County ended the contract with American Greenz and has contracted with Metech Recycling for handling the electronic waste collection. During the FY 2011-2012, Vance County collected 118.55 tons of electronic waste.

Used Motor Oil

Collection of used motor oil is free of charge. All convenience sites are equipped with a 385-gallon tank to accept the motor oil. When the tanks are full, Noble Oil Company is called to recycle the used motor oil. During the FY 2011-2012 a total of 710 gallons of used motor oil was collected at the convenience sites. Residents may also bring used motor oil to designated auto repair facilities for disposal.

Section 6 – Assessment and Actions

The North Carolina Department of Environment and Natural Resources has mandated that certain waste stream elements are to be banned from disposal in landfills by proscribed dates:

NCGS 130A-309

- | | |
|---|---|
| 1. Used oil. | 10. Beverage containers that are required to be recycled |
| 2. Used Oil Filters (Effective July 1, 2009) | 11. Motor vehicle oil filters (Effective October 1, 2009) |
| 3. Oyster Shells (Effective January 1, 2007) | 12. Recyclable rigid plastic containers (Effective October 1, 2009) |
| 4. Yard debris, but may be accepted at a solid waste disposal area where the area provides and maintains separate yard trash composting facilities. | 13. Wooden pallets (Effective October 1, 2009) |
| 5. White goods | 14. Discarded computer equipment (Effective January 1, 2011) |
| 6. Antifreeze (ethylene glycol). | 15. Discarded televisions (Effective January 1, 2011) |
| 7. Aluminum cans (July 1, 2009) | 16. Lights containing Mercury (March 1, 2008) |
| 8. Whole scrap tires | |
| 9. Lead-acid batteries | |

In addition to being aware of the above banned elements and timetables, the following outlines and describes each solid waste management method as required by North Carolina G.S. 130A-309.09A (b). Each section includes an assessment of the current program if one exists and a summary of any intended actions with more detailed information on attached pages identified as "planning elements."

A. Reduction at the Source

- ▶ Over the past several years, some of the large local retailers are adopting significant waste reduction goals internally. This includes cardboard, metals and wood products.
- ▶ In cooperation with Waste Industries, a voluntary cardboard reduction program has been developed.
- ▶ Vance County has recycling bins at all the manned convenience sites to collect:
 1. Glass
 2. Plastic bottles
 3. Aluminum Cans
 4. News Papers
 5. Used Motor Oil
 6. Cardboard

B. Collection*Vance County:*

- ▶ Waste Industries is under contract to collect and transport MSW, C&D and recyclables for Vance County.
- ▶ Vance County provides eight (8) manned convenience sites located in the rural areas of the County.

- ▶ The convenience sites are staffed through a contract with Waste Industries, Inc. The contract with Waste Industries (20 years) will need to be revisited prior to 2017.
- ▶ Waste Industries provides the roll off containers and compacters at each of the convenience sites. When the roll-off containers or compacter container are full, Waste Industries transports the MSW or recyclables to the transfer station for weighing prior to final disposition.
- ▶ Waste Industries, Inc. provides for once a week curbside residential collection to residents via an individual contract. It is up to the residents to arrange for this service.
- ▶ An attendant is at each site during operating hours.
- ▶ Hours of operation are Monday through Saturday from 7:00 AM to 6:30 PM, and Sunday from 1:00 PM to 6:00 PM.
- ▶ Residential solid waste is accepted at each site in an enclosed compactor.
- ▶ There is an open top container for bulk type waste.
- ▶ White goods and a variety of recyclable materials are also collected at the individual sites.
- ▶ All commercial and industrial waste generators must haul their own material or contract with a private hauler for waste collection.
- ▶ The County of Vance does not have any franchise agreements.

City of Henderson:

- ▶ Residential and downtown commercial waste is collected by Waste Industries through a contract.
- ▶ The service provided to the City is a once per week curb side pick with the option for backyard pick up at an additional fee for the elderly and disabled.
- ▶ The City Public Services Department picks up recyclables and yard waste every other week.
- ▶ Waste Industries collects downtown commercial waste once per week with the option of additional pickups at \$25 per pickup.

Town of Middleburg:

- ▶ The Town of Middleburg contracts its yard waste with Waste Industries Inc.
- ▶ The residential waste service is contracted through Waste Industries for once per week curbside service.
- ▶ All commercial and industrial waste generators must contract with a private waste hauler for their waste collection.
- ▶ The Town of Middleburg does not have any franchise agreements.

Town of Kittrell:

- ▶ The Town of Kittrell does not provide any collection of any solid waste.
- ▶ The County does provide a manned convenience site near the Town of Kittrell for residential waste disposal.
- ▶ All commercial and industrial waste generators must contract with a private waste hauler for their waste collection.
- ▶ The Town of Kittrell does not have any franchise agreements.

C. Recycling and reuse - Vance County provides its residents with comingled recycling services at the eight (8) convenience sites. Waste Industries operates and maintains the

convenience sites and the transfer station which includes the comingled recycling through a contract with the county.

Items taken in the comingled containers:

- ▶ Metal/aluminum cans
- ▶ Plastic bottles and jugs
- ▶ Glass
- ▶ Newspaper

Items taken in separate containers are:

- ▶ Cardboard
- ▶ Waste Oil
- ▶ Electronics
- ▶ Considering collection of waste cooking oil

Vance County has in the past and will continue to encourage residential, commercial, and industrial customers to reduce, reuse or recycle as many commodities as practical.

One waste stream reduction program that is being promoted is textile recycling. A number of private charities have placed textile recycling bins in strategic locations throughout the county. Organizations such as Planet Aid, Work Force Solutions, and the Salvation Army have been promoting this program for the past several years. Tonnage data is not available.

The following is a breakdown of recycling and reuse programs within Vance County and the county's municipalities:

City of Henderson:

- ▶ The City of Henderson has been providing a curbside-recycling program since April 1995. The curbside recyclables are placed in bins by the residents and collected every other week by the Public Services Department.
- ▶ Currently, the City is recycling about 234 tons of recyclable materials per year (FY 2011-2012).
- ▶ There are seven (7) different materials collected every other week.
- ▶ The materials collected are newspaper, "brown" paper, plastic milk jugs, plastic soda bottles, steel cans, aluminum cans, glass.
- ▶ The City of Henderson currently co-mingles its recyclables and transports them to the Vance County Transfer station.
- ▶ This is a voluntary program with approximately a 56% participation rate. The city is considering Mandatory recycling.

Town of Middleburg:

- ▶ The Town of Middleburg does not have an organized town recycling program. Currently the residents of Middleburg use the County Convenience Sites for recycling.

Town of Kittrell:

- ▶ The Town of Kittrell does not have an organized town recycling program. Currently the residents of Kittrell use the County Convenience Sites for recycling.

Unincorporated Areas of Vance County:

- ▶ Vance County has been providing a recycling program since June 1991.
- ▶ Currently, the County is recycling about 703.67 tons of recyclable material per year (FY 2011-2012).

- ▶ The County provides eight (8) manned convenience sites, which accept a variety of recyclable materials.
- ▶ Six (6) different materials are collected. These include newspaper, cardboard, plastic milk jugs and plastic soda bottles, aluminum cans, glass, and used motor oil.
- ▶ White goods, other metals, tires, and yard debris are collected at the County's central recycling site/transfer station. White goods may be dropped off at any of the eight (8) manned convenience sites and then transported to the transfer station.
- ▶ While the county currently combines its recyclable collection, historical percentages and the overall recycled tonnage data were used to estimate specific amount and types of materials collected by the County. This is shown in **Table 12**.
- ▶ Participation in residential recycling is encouraged.
- ▶ Both the Towns of Kittrell and Middleburg have manned convenience sites located close to the town limits, providing a place for town residents to drop off their recycling.
- ▶ Any business or industry may use the manned convenience sites for recycling. It is undetermined how much recycling businesses and industries are doing.
- ▶ As of July 1, 2008, bars and restaurants are mandated to contract with a recycling firm for aluminum cans, glass and plastic bottles.
- ▶ It is clear that a large amount of recyclable materials remain in the waste stream.

Table 12.
Residential Recycling in Tons, FY 2011-2012

Materials	Vance County	Henderson	Total
Glass (Clear, Green, Brown)	246.29	81.76	328.05
Plastics (HDPE and PETE)	42.22	14.02	56.24
Aluminum Cans	35.18	11.68	46.86
Steel Cans	42.22	14.02	56.24
Newspaper	281.47	93.44	374.91
Cardboard	--	--	--
Mixed Paper	35.18	11.68	46.86
Telephone Books	--	--	--
White Goods/Other Metals	21.11	7.01	28.12
Total	703.67	233.61	937.28

Source: Tons recycled derived from County and Municipal Annual Solid Waste Reports.

D. Composting and Mulching

Composting: Vance County will continue to encourage residential composting through a cooperative effort with the County Extension Service and local landscapers. In order to accomplish this, the county will work with the Cooperative Extension Service to conduct residential composting workshops.

Mulching: Yard waste is accepted and stockpiled at the Vance County central recycling site. On an as needed basis and approximately two times a year depending on the site conditions, the County has Simmons and Simmons complete the grinding operation. In FY 2011-2012 approximately 3,740 tons of yard waste was ground. The resulting mulch is sold to the mulching contractor as a part of their contract.

The current program will continue with the county continuing to seek revenue-producing markets or alternative methods of collecting composting and mulching waste.

E. Incineration with energy recovery

Vance County does not operate an incinerator and does not plan to use incineration with energy recovery.

F. Incineration without energy recovery

Vance County does not operate an incinerator and does not plan to use incineration without energy recovery.

G. Transfer outside the geographic area

Vance County does not currently operate a landfill. All waste collected in the county goes through the county transfer station. The transfer station is operated and maintained by Waste Industries through a long term contract. Collected MSW is transported by Waste Industries mainly to the Upper Piedmont Landfill in Person County.

A total of 44,587 tons was collected at the Vance County Transfer Station in FY 2011-2012. Of that amount, 1,750 was from Franklin County with 11,727 from Granville County, 1,578 from Warren County and 29,532 from Vance County. Nearly all of that waste was transferred to the Upper Piedmont Regional Landfill.

H. Disposal

The Vance County landfill closed on December 31, 1997. Since this time, Vance County has not operated its own MSW landfill and does not have a C&D landfill. Currently the county transfers all of its waste out of the county through the use of a transfer station that is owned and operated by Waste Industries, Inc. The majority of the waste from the transfer station is sent to a regional landfill located in Person County. Vance County had applied for a permit for a construction and demolition (C&D) landfill, but was denied.

I. Education with the community and through the schools

Current Program:

- ▶ Educational presentations are given to civic groups by Vance County, through the Vance County/City of Henderson Appearance Commission, the Vance County Compliance Officer, the School Public Information Officer (Terri Hedrick) and the County Manager.
- ▶ The City of Henderson distributes pamphlets describing their curbside program, as well as how to prepare materials for recycling.
- ▶ Vance County prepared a pamphlet that encourages recycling, discourages littering, and seeks to promote a sense of pride in the community.
- ▶ It is possible for the residential recycling program to be increased through better community education. The types of community education provided can include sending out brochures, additional civic presentations, and the use of the media.

Intended Actions:

- ▶ Vance County seeks to be more aggressive with recycling programs by pursuing grant opportunities.
- ▶ Increased enforcement by the Vance County Compliance Officer and the Vance County Sheriff's Office
- ▶ Develop a renewed relationship between the Vance County and the City of Henderson's Appearance Commission.
- ▶ The County Manager provides tours of the old landfill and transfer station, as well as speaking to classes about solid waste, recycling, etc. Also, the Vance County Planning Office makes presentations to civic groups concerning solid waste.
- ▶ The County Manager will continue to provide pamphlets, tours, and presentations to schools and the general public. Also, the County Manager will assist the schools in obtaining educational materials available from the NC Division of Environmental Assistance and Pollution Prevention and the NC Office of Environmental Education.
- ▶ The Appearance Commission has recommended that Vance County become a member of "Keep America Beautiful".

J. Management of special waste

Scrap Tires

- ▶ Currently, scrap tires are collected only at our central facility behind the transfer station. There is no cost for this service to the public.
- ▶ Scrap tires may be brought to this facility by certified tire generators. County residents may bring up to four (4) tires to this facility. County residents who bring more than four (4) tires must complete a state mandated form. Scrap tires are placed and stored on the ground for up to ten (10) days. Once every ten days a private contractor loads the scrap tires into an open top trailer provided by Central Carolina Tire Recycling. Once the trailer is full, a contract trucking company takes the trailer to Central Carolina Tire Recycling in Harnett County. For FY 2011-2012, 813 tons of scrap tires was received by Central Carolina Tire Recycling.
- ▶ Vance County is considering accepting scrap tires at one or more convenience sites. Currently our convenience sites do not accept scrap tires.
- ▶ Scrap tires are transported to Central Carolina Tire Recycling in Harnett County when the open top trailer is full.
- ▶ Vance County consistently attempts to make the scrap tire program more efficient and cost effective while also making the program convenient for residents.

White Goods

- ▶ White goods are accepted at all eight (8) Vance County Convenience sites. Daily, an employee checks the convenience sites for white goods, loads the white goods and transports them to the main storage location at the transfer station. In FY 2011-2012 25 tons of white goods were recycled.
- ▶ When the white goods are transported to the transfer station, the units with refrigerant are separated from the units that do not contain refrigerant gas. The refrigerant gas is extracted by Alford Mechanical, Inc. of Bunn, North Carolina. For FY 2011-2012, 4 pounds of refrigerant was recovered.

- ▶ White goods delivered to the central storage area are stored on the ground. No white good containing refrigerant is handled with an excavator until after the refrigerant is extracted.
- ▶ White goods are transported to the recycler at least twice yearly by a third party trucking company.

Electronics

- ▶ Vance County implemented an electronics recycling program in July of 2011. For FY 2011-2012, American Greenz, Inc. provided recycling services for the county. To kick off the program, American Greenz conducted an electronics recycling event in conjunction with the Henderson Vance Spring Clean Up. Information on the program was distributed to all in attendance. Vance County purchased two (2) PODS through a NC DENR grant and placed them at two (2) of the county's convenience sites. The county advertised the program through articles in the local newspaper and on the local radio station. Collected at the two locations are: computers, TV's, small appliances, computer peripherals, printers, etc. County residents bring the e-waste to a collection site and stack the materials inside the weather proof POD. The contractor is called when the POD is full. The contractor has been collecting the materials approximately once every ten to fourteen days. Vance County is considering collecting electronics at a third site within the next year.
- ▶ The public was made aware of the e-waste collections program through information published in the local newspaper, radio stations, messages to the schools and community college. Several e-waste recycling events have been held since the program began.
- ▶ Through a contract, the e-waste recycler is responsible for counting and weighing the commodities collected in the county.
- ▶ The Vance County Solid Waste and Planning and Development Departments have notified other departments and municipalities of the e-waste collections program. The program is available to any county resident or municipality.
- ▶ Vance County has a separate line item in the solid waste budget to account for funds received through this program. Funds will be spent in accordance to NC DENR guidelines.
- ▶ Vance County has ended its contract with American Greenz and began with a new e-waste recycler in September 2012. The newly selected contractor, Metech Recycling, is both e-Stewards and R2 certified.

Abandoned Manufactured Homes

- ▶ Vance County does have an abandoned manufactured mobile home abatement plan. During the first year of the abandoned manufactured home abatement program, Vance County disposed of 34 units (Dec 2009 – Nov 2010). The County is interested in continuing the program with the assistance of DENR. See section XI for the County's Abandoned Mobile Home Plan.

Household Hazardous Waste

- ▶ Vance County does not have a formal household hazardous waste program. Periodically, the Agricultural Extension Services coordinates the collection and disposal of herbicides and pesticides with one of the surrounding counties.

Other Special Wastes

Fluorescent lights: Vance County does have a spent fluorescent light program. The City of Henderson, the Vance County Schools and the Vance County Government have a joint effort in this recycling program. Each entity is responsible for packaging and keeping track of the number of spent lights collected. The packages of lights are brought to a central repository at the City of Henderson's Operations Center. The packages of spent fluorescent bulbs are palletized, shrink wrapped and sent to Cleanlites Recycling in Spartanburg, South Carolina. Cleanlites is on the State Contract pricing list. A total of 3,092 spent fluorescent light bulbs were sent to Cleanlites for FY 2011-12.

Waste Oil: Vance County collects used motor oil at all eight (8) convenience sites. Large 385 gallon waste oil tanks are used to collect the waste oil. Noble Oil, a contractor, collects the used oil when the tanks are full.

Oil Filters: Currently, Vance County does not have a used oil filter recycling program, but is considering a used oil filter program in the future.

Waste Cooking Oil: Currently, Vance County is evaluating a potential program that would allow for the collection of waste cooking oil at all of the county convenience sites. If approved it is anticipated that this program could begin during FY 2012-2013.

K. Prevention of illegal disposal and management of litter

Vance County has employed the services of an environmental compliance officer since 2005. The compliance officer is responsible for coordinating illegal dumping and littering activity with the Vance County Sheriff's Office. The compliance officer is authorized to write civil violation citations with penalties up to \$750.00 for illegal dumping and littering. The compliance officer also coordinates the abandoned manufactured home abatement program. The compliance officer works closely with the county Appearance Commission who is charged with the responsibility to recommend abatement, clean-up and solid waste ideas to the Board of Commissioners. Since 2008, Vance County has employed the services of a "Litter" Deputy, whose primary responsibility is to investigate instances of illegal dumping and littering. Both the County Compliance Officer and the Sheriff's Department work closely with the NC DENR Solid Waste Section to investigate solid waste rule violations.

L. Purchase of recycled products

Vance County Administrators encourage the various departments to purchase recycled paper products. County Administrators encourage employees to purchase recycled paper and other products from the designated office product supplier through the State contract.

Section 7 – Solid Waste Management Costs

Description and Cost Assessment**County Description:**

Vance County operates a solid waste program. The solid waste costs shown below are for the County's unincorporated area as well as the Towns of Kittrell and Middleburg. Kittrell and Middleburg do not currently operate a solid waste program.

The total solid waste budget for the Vance County during FY 2011-12 was \$2,113,334. The revenues offset from the tire tax, white goods tax, and electronic waste reimbursement is not included in this analysis.

Disposal costs for FY 2011-12 was \$1,973,812. This is made up of collection and disposal of municipal solid waste and commingled recycling which is all handled through a contract with Waste Industries. Additionally this includes the costs associated with collection and disposal (i.e. mulching) of the yard waste on a bi-annual basis. A summary of the county-operated Solid Waste Program costs is shown in **Table 13**. These totals are derived from the Full Cost Accounting Section in the Vance County Solid Waste Annual Report provided to DENR.

Table 13.
Vance County Solid Waste Program Costs, FY 2011-12

	Collection (MSW)	Disposal (MSW)	Waste Reduction	Mulching	Total
Program Costs	\$859,843	\$865,903	\$75,000	\$173,066	\$1,973,812
Cost Per Ton	\$96.76	\$97.45	\$106.58	\$46.27	\$148.08

Source: Vance County Solid Waste Annual Report to DENR

City of Henderson Description:

The City of Henderson contracts with Waste Industries to provide once per week curb side pick-up. The City Public Services Department picks up recyclables and yard waste every other week. Henderson has 5,800 households that disposed of 5,171 tons of waste and 234 tons of recyclable material in FY 2011-12. The solid waste program costs for Henderson are summarized for that year in **Table 14**. These totals were derived from the City's annual solid waste report for FY 2011-2012.

Table 14.
Henderson-Operated Solid Waste Program Costs, FY 2011-2012

	Collection (MSW)	Disposal (MSW)	Waste Reduction	Mulching	Total
Program Costs	\$604,864	—	\$81,179	\$149,305	\$835,348
Cost Per Ton	\$116.97	—	\$347.50	\$128.28	\$127.17

Source: City of Henderson Public Works Department Annual Report to DENR

Cost Assessment of the City of Henderson and Vance County:

- ▶ Both the City and County recycling programs cost much more than the other solid waste programs in place when considering the cost per ton recycled.
- ▶ To reduce the costs of recycling, better markets need to be identified.

- ▶ Vance County and the City of Henderson need to increase their participation rate.

Description of Financing Methods

Vance County:

- ▶ Vance County's current solid waste program is funded through the countywide household solid waste fee, white goods tax, tire tax, and sale of recyclables.
- ▶ The county solid waste fee per household is \$102.50 for FY 2011-2012.
- ▶ The tire program is funded solely from the tire tax, as well as the white goods program funded through the white goods tax, but is subsidized by the County.
- ▶ Beginning in July 2008, a \$2.00 North Carolina State tipping fee was imposed. A portion of that fee is returned to the counties to help reduce the cost incurred by the county.

City of Henderson:

- ▶ For FY 2011-2012, Henderson charged a monthly fee of \$15.50 to City residents for disposing of household solid waste.

Town of Middleburg:

- ▶ Middleburg's solid waste program is funded through its general fund.

Town of Kittrell:

- ▶ Kittrell does not have a separate solid waste program.

Table 15 shows a summary of current financing methods.

Table 15.

Solid Waste Financing Methods Used by the Planning Area, FY 2011-12

	Total SWM Budget	Tip Fee	General Fund	Household Fee	Sale of Recyclables	Other
Vance County	\$2,113,334	N/A	N/A	91%	2%	7%
Henderson	\$835,348	N/A	N/A	100%	N/A	N/A
Middleburg	\$9,816	N/A	100%	N/A	N/A	N/A

Source: Vance County and City of Henderson Public Works Department.

Assessment of Financing Methods

Vance County:

- ▶ The County's current financing methods generate enough revenues for the current solid waste program.

City of Henderson:

- ▶ The City's current collection methods generate enough revenues to cover the current solid waste program.

Tipping Fees:

- ▶ The current \$62.00 "per ton" tipping fee is collected by Waste Industries. Of that amount, \$2.00 goes to the North Carolina Solid Waste Trust Fund. A formula is used to determine reimbursements to the counties. The "tipping fees" cover the cost of collection and transportation of other than household waste to the regional landfill.

Household Fees:

- ▶ All Vance County households, including households within the three (3) municipalities, pay a \$105 per household fee.
- ▶ It is estimated that \$1,963,500 will be collected from 18,700 households for FY 2011-12. This fee is part of each resident's property tax bill.

Sale of Recyclables:

- ▶ At the present time, the sale of recyclables is minimal
- ▶ Current market prices and market availability, close to the planning area, have a major impact on revenues generated from recycling.

Cost containment Measures

The costs for managing the Vance Solid Waste Program have risen significantly over the past decade. This may be partially attributed to labor cost, tipping fees and fuel costs. This is the case even though there has been a significant reduction in industrial solid waste generated. If this trend continues, the entire solid waste program will need to be reviewed for cost control measures. The 2008-2011 economic downturn heightens the need to review efficiencies at all levels of government and solid waste is no exception.

Potential Cost Savings Measures:

- ▶ Review the hours of operation at the convenience sites.
- ▶ Review the hours of operation of the transfer station.
- ▶ Review consolidating some of the convenience sites, thus reducing the number of convenience sites in operation.
- ▶ Review the feasibility of "unmanned" sites.
- ▶ Review the scrap tire program for cost savings measures.
- ▶ Review the "sales" contracts on recyclables.
- ▶ Review the contract with the solid waste contractor.
- ▶ Study the cost differences between using a solid waste contractor vs. "in-house" services.
- ▶ Consider "mandating" curb side pick-up and eliminate all or most of the convenience sites.
- ▶ Suspend the recycling program for 18 months or until the economy turns around with the exception of those mandated items listed above.

Potential Revenue Stream Sources:

- ▶ Charge **NON Certified Tire Generators** for the disposal of more than 4 whole tires.
- ▶ Charge a fee for disposal of inert debris (stumps, yard debris, etc.).
- ▶ Encourage the disposal of "high value" metals for sale by the county.
- ▶ Review the potential for accepting other "high value" materials for sale (automobile batteries, etc.).
- ▶ Consider selling the methane gas produced at the old landfill to fuel local boilers.
- ▶ Shredded tires can be used as a boiler fuel, as an additive to asphalt or in septic field drainage fields.

Section 8 – Emergency/Disaster Debris Management and Animal Mortality

Historically Vance County has experienced periods of high wind associated with hurricanes, straight-line winds and tornados. Following these events, the County faces the task of restoring a sense of normalcy to the community. A major hindrance to this process is the amount of debris to be dealt with. Listed below are the major points that the County has used, historically, to address storm generated debris, as well as potential future management methods:

- ▶ Storm generated debris has largely consisted of downed trees and brush. Vance County has used private contractors, County resources and volunteers to assist in debris removal.
- ▶ Following Hurricane Fran in September of 1996, The NC-Division of Emergency Management began training local officials in how to manage and facilitate the removal and disposal of large quantities of debris following a disaster.
- ▶ For Vance, as well as other counties, that are susceptible to such events (though not frequently) it is recommended that contracts be in place prior to such events, between the County and private contractors with regard to debris clearance.
- ▶ In establishing these contracts, a resource is provided to the County that can be called upon in a moment's notice and sets the cost beforehand to prevent post disaster price increases that frequently occur.
- ▶ Vance County has contracted with a local contractor to both remove and dispose of debris following a significant wind event or disaster.
- ▶ Vance County has a certified secondary overflow site for storm debris when needed. See Appendix C showing the permitted area.
- ▶ Vance County does have a Hazard Management "calling tree" that when activated by county management is accomplished by the E-911/Emergency Management Services Department.

Section 9 – Abandoned Manufactured Home Plan

Section I. Project Objective

Vance County intends to initiate an Abandoned Manufactured Home Abatement program in the 2009-2010 fiscal years to assist property owners in the removal of abandoned manufactured homes. The Abandoned Manufactured Home Planning Initiative is designed to act as a management tool for the reduction, abatement and proper disposal of abandoned manufactured homes. The program indirectly offers a financial incentive to remove the units from properties located throughout Vance County. Measures will be taken to ensure that all demolition debris is properly disposed of, or recycled at designated demolition sites. The goal of the program is to reduce the number of properties that pose a threat to the health, safety, and general welfare of the citizens of Vance County. Through proper demolition, removal, and recycling of abandoned manufactured homes, citizens enjoy the benefits of protected property values, increased safety, and environmentally friendly communities. Acceptance into the program is based upon funding availability, a site inspection and the discretion of the Vance County Planning and Development Department.

Section II. Definitions

Abandoned Manufactured Home: A manufactured or mobile home that is a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous condition constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities; or

Any structure which is a manufactured or mobile home that was designated and intended for residential or other uses, which has been vacant or not in active use, regardless of purpose or reason, for at least 180 days and has been deemed a nuisance due to safety or general welfare.

Demolition Collection Center: A demolition collection center is a manned or unmanned facility used for the collection, separation, and short-term storage of recyclables or demolition debris but does not include on-site processing. A demolition collection center established in Vance County will meet the regulations as set forth in the Vance County Junkyard Ordinance.

Demolition Contractor: A company or individual that performs the service of deconstruction, removal, and/or recycling of a structure or scrap debris. Demolition Contractors **MUST** obtain a valid demolition permit prior to starting the abatement process.

Dilapidated Manufactured Home: A manufactured home which is unfit for human habitation or use and cannot be repaired, altered or improved to comply with all of the minimum standards except at a cost in excess of 50% of its value, as determined by finding of the inspector.

Manufactured Home: A manufactured home is a home that:

- (1) consists of a single unit completely assembled at the factory or of two (double-wide) or three (triple-wide) principal components totally assembled at the factory and joined together at the site; and

- (2) is designed so that the total structure (or in the case of a double-wide or triple-wide, each component thereof) can be transported on its own chassis; and
- (3) is over forty (40) feet long and over eight (8) feet wide; and
- (4) is designed to be used as a dwelling and provides complete, independent living facilities for one (1) family, including permanent provisions for living, sleeping, eating, cooking, and sanitation; and
- (5) is actually being used or is held ready to use, as a dwelling or (storage facility).

Scope of Services Agreement: A written contract the Demolition Contractor operates under for the deconstruction and removal of abandoned manufactured homes. Said contract specifies the process of the proper demolition and removal of an abandoned manufactured home. Guidelines, requirements, and standard operating procedures are specified within this contract.

Section III. Identification Process

Abandoned and dilapidated manufactured homes will be identified through an inspection in conformance to regulations set forth in Section 13 of Vance County Ordinance #33 (Minimum Standards). The inspection will be performed by Vance County Planning and Development representatives in order to verify the status of a manufactured home. If the inspection reveals that the criteria of an abandoned or dilapidated manufactured home are present, the home will be declared as such.

In addition to the inspection guidelines in Section 13 of Vance County Ordinance #33, a representative from the Vance County Planning and Development Department may also inspect properties at the request of the property owner(s) for the purpose of applying for assistance to voluntarily remove an abandoned or dilapidated manufactured home.

Section IV. Deconstruction Methods

A. Demolition Contractors

To ensure proper demolition, removal, and recycling methods are taken, only (approved licensed) demolition contractors are eligible to provide deconstruction services. To minimize damage to surrounding property during deconstruction, only the approved demolition contractors with a Vance County Demolition permit will be eligible to remove and recycle debris under this program. Contractors are approved based on the ability to perform required deconstruction requirements. Approved demolition contractors must have the ability to deconstruct the abandoned manufactured home on-site or at designated deconstruction sites. All hazardous materials must be removed from the structure prior to deconstruction. Any such materials must be properly removed from the demolition site and transported to a center licensed to receive such materials.

B. Standard Operating Procedures

Approved demolition contractors operate under a Scope of Services Agreement. The following guidelines are set forth by Vance County to serve as standard operating procedures for the demolition and recycling of abandoned or dilapidated manufactured homes. Contractors must agree to the terms and procedures specified within the agreement prior to performance of any services that may be assigned by the Vance County Planning and Development Department.

Vance County reserves the right to determine the number of mobile homes to be abated on any given parcel of land. This will be contingent upon the amount of funding provided Vance County through the North Carolina Solid Waste Trust Fund.

Notification

Vance County Planning and Development will notify all interested authorized contractors of the bidding process for the demolition, removal, and recycling of abandoned manufactured homes. Contractors may be notified via USPS mail, electronic mail or fax for a request to submit bids. Contractors will be notified of the property location, ownership, and contact information and may contact the property owner(s) in order to obtain information necessary to submit a bid for the demolition, removal, and recycling of the manufactured home. Vance County Planning and Development will accept bids by authorized contractors that are received via USPS mail, electronic mail or fax. The contractor awarded the project will be notified via telephone by an authorized agent of the county.

Site Survey for Voluntary Demolitions

Once the contractor is awarded the project, the contractor must notify the property owner(s) prior to the demolition, removal, and recycling of the abandoned manufactured home. A site survey must be conducted with the property owner(s) present to identify any utility connections including marking the placement of a septic tank and/or septic field. The property owner(s) is responsible for ensuring that all utility connections are disconnected and notifying the contractor when such measures have been taken. The contractor must be notified by the property owner(s) of any possible hazards. The contractor may not access the property through an adjoining property without proper consent from that property owner.

Involuntary Demolitions (Proceed according to Ordinance #33)

Preliminary Investigation; Notice; Hearing. As established in Ordinance #33 (Minimum Standards), when a petition is filed with the Inspector by a Public Authority or by at least five (5) residents of the County charging that any manufactured home for human habitation or use, or whenever it appears to the Inspector, upon inspection, that any manufactured home for human habitation or use, is unfit for human habitation he shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties of interest in such manufactured home a complaint stating the charges and containing a notice that a hearing will be held before the Inspector at a place therein fixed, not less than ten (10) nor more than thirty (30) days after the serving of the complaint. The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. Notice of such hearing shall also be given to at least one of the persons signing a petition relating to such dwelling. Any person desiring to do so may attend such hearing and give evidence relevant in courts of law or equity. The North Carolina Rules of Evidence shall not be controlling in hearings before the Inspector.

Procedure after Hearing. After such notice and hearing, the Inspector shall state in writing his determination whether the manufactured home is unfit for human habitation or use, and, if so, whether it is deteriorated or is dilapidated.

- (1) *Deteriorated.* If the inspector determines that the manufactured home is deteriorated, he shall state in writing his findings of fact in support of such determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to repair, alter, improve or otherwise abate such home to comply with the minimum standard of fitness established by this ordinance within a specified period of time, not to exceed ninety (90) days. The order may also direct and require the owner to vacate and close such home until such repairs, alterations, and improvements or corrections have been made.
- (2) *Dilapidated.* If the Inspector determines that the manufactured home is dilapidated, he shall state in writing his finding of fact to support such determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner either to repair, alter, improve or otherwise abate such conditions as to comply with the minimum standards of fitness established by this ordinance, or else to vacate and remove or demolish the same within a specified period of time not to exceed ninety (90) days.

Failure to Comply with Order. If an abandoned or dilapidated manufactured home is not removed, abated or remedied during the time frame provided by the inspector an In Personam or In Rem Remedy may be carried out according to Ordinance #33. As authorized by NCGS 153A-140 and Vance County Ordinance #33 (In Rem Remedy), the county may enter the property and remove, abate or remedy everything related to the abandoned manufactured home that is dangerous or prejudicial to public health and safety. The expense shall be a lien against the real property upon which such expense was incurred.

Abatement Process

Once the contractor is awarded the project, the contractor must notify Vance County Planning and Development prior to the demolition, removal, and recycling of the abandoned manufactured home. A site survey must be conducted with the Vance County Representative present to identify any utility connections including marking the placement of a septic tank and/or septic field.

Deconstruction

The following shall apply to abandoned manufactured homes whether completely intact or partially deconstructed:

- (1) The contractor shall attempt to remove any recyclable materials from the abandoned manufactured home prior to demolition. Recyclable materials may include but are not limited to: metal, glass, wood, plastics, and thermostats containing mercury switches.
- (2) The contractor shall deconstruct the home in a manner to minimize airborne debris.
- (3) The demolition debris shall be contained on-site in a manner that would not cause any adverse effects to adjoining properties.
- (4) All materials must be delivered to a certified landfill or recycling center.

The deconstruction contractor will bring or provide the landfill receipt(s) and recycled tonnage data to the Planning and Development office upon completion. The deconstruction process shall be carried out in a manner as to cause the least amount of disturbance or damage to the subject property.

Removal

All demolition debris shall be removed from the site on a vehicle capable of safely transporting materials from the demolition site to a certified landfill or recycling center. During transportation, all debris must remain covered with a tarp or fabric and shall be properly secured, so as not to allow any debris to fall from the vehicle. All debris from any of the deconstructed components must be removed from the property.

Lot Condition

The demolition contractors are required to level, compact, or fill any portion of the property that is affected by the deconstruction and removal of debris. The contractor shall take all measures possible to minimize any unnecessary disturbance of soil or vegetation on the property. The contractor is required to remove and replace any contaminated soil that results from the spillage of any fluids or hazardous materials from equipment associated with performing the demolition or removal of debris.

Liability

The demolition contractor shall provide and maintain a level of insurance that will cover any damage or injuries that may occur to property or persons while performing the service of demolition and removal of the abandoned manufactured home. Vance County shall be noted in a hold harmless agreement and added to the policy as additionally insured. The contractor is responsible for any damage that may occur to the property that is outside the specified area of demolition. The contractor and any of the contractor's employees, act as agents of the company and not as an agent of the County. The County shall not be held liable for any actions or damage that may occur as a result of the demolition and removal of an abandoned manufactured home.

Section 10 – Electronic Waste Recycling Plan

Beginning January 1, 2011, Vance County will no longer accept electronic waste at the transfer station in accordance with North Carolina Session Law 2010-67.

As a standard practice, Vance County will do the following in accordance with Session Law 2010-67 (130A-309.130 – 140) "Electronic Waste":

- (1) Electronic Waste defined: Electronic Waste" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- (2) Examples of Electronic Waste: Primarily Computer Equipment and Televisions, but may include other electronics equipment.
- (3) Collection of Electronic Waste:
 - ▶ Electronic Waste will be collected at two (2) locations in Vance County.
 - a. Brodie Road and NC Highway 39 North Convenience sites.
 - ▶ Electronic Waste will be stored in 20' by 8' securable storage units (Pods).
 - ▶ Electronic Waste will be palletized and shrink wrapped.
 - ▶ Electronic Waste will be picked up, upon request, by a state certified electronics recycler that adheres to the "R2" Responsible Recycling Standards.
- (4) The City of Henderson and the Towns of Kittrell and Middleburg will partner with Vance County and use the two centrally located drop-off sites. The City of Henderson and the towns of Middleburg and Kittrell have formally endorsed the electronics recycling program and will encourage their residents to participate in the program.
- (5) Public Awareness Campaign: Vance County Solid Waste in conjunction with the City of Henderson, Towns of Middleburg and Kittrell, the Vance County/City of Henderson Appearance Commissions, the public and private school system and Waste Industries will support and advertise the changes pertaining to electronics recycling. City and Town Administrators will be responsible for providing electronics recycling information to their constituents.
- (6) Record Keeping: Prior to being transported to a recycling center, electronic waste will be weighed by a certified weigh master at a state certified scale. The Waste Industries weigh station at the Vance county Transfer Station meets this criteria. Tonnage records will be forwarded to the Solid Waste Department monthly or upon more frequent requests. Televisions will be tracked separately from other electronic waste.
- (7) The Vance County Finance Office has set up a separate budget account for the receipt and expenditure of solid waste funds received from the state Electronic Waste Management Program. Those funds have been and will continue to be tracked and used ONLY to support the Electronics Recycling Program.
- (8) Vance County will furnish NCDENR any information requested for completing the annual statutory local government solid waste report.

CONTRACT FOR ELECTRONIC RECYCLING SERVICES

This contract is made and entered into as of the 31st day of August, 2012, by the County of Vance, NC ("County") and Metech Recycling ("Contractor"), a corporation, organized and existing under the laws of the State of North Carolina.

1. Background and Purpose. To provide removal and recycling of all electronic waste deposited at multiple collection sites throughout Vance County.

2. Services and Scope to be Performed. The Contractor shall provide collection bins, gaylords, and pallets to collect electronic waste from all collection points established by County. Contractor shall also provide regularly scheduled pick up and collection from the collection points. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the County that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The County reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the County, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

4. Compensation. In exchange for the consideration received in the form of the recyclable materials, the County shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

5. Contractor's Responsibilities. The Contractor shall:

- a. Within five business days of notification from Vance County, collect the items from the respective drop off site. Contractor shall not permit an excessive accumulation of items to remain on the site at any time.
- b. Weigh and provide County with a copy of the weight for each load. Contractor shall provide the County, on an annual basis, a report of the waste collected from the County.
- c. Disassemble and recycle all materials collected from County to the extent reasonably able to be recycled.
- d. All data storage devices and components shall be destroyed by shredding.
- e. Provide a certificate of destruction for all data storage devices within 6 weeks of collection from County.
- f. Maintain "E-Stewards certification" or an "R-2 certification" for the term of the agreement.
- g. In addition to this requirement, Contractor shall obtain and retain any such other certifications as may be required by NC Department of Environmental Resources (or other governmental entities) for the County to maintain qualification and reimbursement eligibility for participation within those programs. Such certification will be achieved at least 30 days prior to the deadline required by such governmental agency.
- h. Any reimbursements due Contractor shall not be the responsibility of County.

6. County's Responsibilities. The County shall provide collection sites located at convenient locations to its citizens for the deposit electronic waste materials. These sites shall provide a covered location for the storage of the electronic waste. The county shall only permit its citizens to deposit electronic waste at the collection sites, and will prohibit any items Contractor provides. County notice of that are not acceptable. Currently, a list of such items, if any, is attached hereto as Exhibit "A".

7. Term. This agreement shall be for an initial term ending on June 30, 2013. Thereafter, the contract shall automatically renew for an additional one year term, beginning on July 1 and ending on June 30, each successive year, unless either party, provides notice in writing to the other party thirty days in advance of the end of the current contract term giving notice of non renewal of this agreement.

8. Performance of Work by County. If the Contractor fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the County may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the County's rights and remedies. Before doing so, the County shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the County for all costs incurred by the County in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

9. Default. Upon default of this agreement by either party, the non defaulting party shall provide written notice to the defaulting party, and shall provide ten days to cure such default. If the default is not remedied within the ten days, the non-defaulting party may terminate this agreement.

10. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000
General Liability	\$1,000,000 per occurrence /\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate

Contractor shall provide the County with a Certificate of Insurance for review prior to Contractor performing any Work. This should be an ACORD form. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the County with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the County for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The County shall be named as an additional insured and it is required that coverage be placed with "A" rated insurance companies acceptable to the County. Statement should read "County of Vance is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the County has the right to cancel and terminate the contract without notice.

Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements.

11. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the County:
County of Vance
122 Young Street, Suite B,
Henderson, NC 27536
252-738-2003

To the Contractor:
Metech Recycling
2150 Highway 56, East
Creedmoor, NC 27522
919-528-6000

(b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

12. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the County, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the County its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the County, its agents, officers, and employees with legal counsel reasonably acceptable to County. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the County that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

13. Miscellaneous.

a) **Choice of Law and Forum.** This contract shall be deemed made in Vance County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Vance County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

b) **Waiver.** No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

c) **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

e) **Assignment, Successors and Assigns.** Without the County’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the County otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the County’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the County’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

f) **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable laws.

g) **County Policy.** THE COUNTY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER COUNTY CONTRACTS.

h) **EEO Provisions.** During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(3) **No Third Party Right Created.** This contract is intended for the benefit of the County and the

Contractor and not any other person.

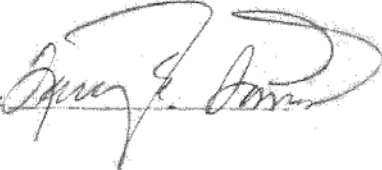
(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the County unless the County Manager or other duly authorized official signs it for the County. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the County of Vance and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

COUNTY OF VANCE:

CONTRACTOR: METECH RECYCLING

By: 

By: 
President, Metech Recycling, Inc.

ATTEST BY:

ATTEST BY:


County Clerk

Secretary

SEAL:

SEAL

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Officer


Date 10-11-2012

Electronic Waste Recycling Plan

 Orion Registrar, Inc., USA Certificate of Registration <i>This is to certify that the following Management System of:</i> Metech Recycling, Inc. 6200 Engle Way Gilroy, California 95020 USA <i>Has been assessed by Orion Registrar, Inc. and found to be in compliance with the following Standard:</i> ISO 9001:2008 <i>The Quality Management System described in:</i> Metech Collects and Dismantles Electronic Devices and Equipment into Commodities (Shredded or Sorted Scrap Materials) and Sells these Commodities into Recycled Materials Markets. This Scope is Applicable to All Sites. <i>This Registration is valid from January 1, 2010 to January 1, 2012. The registrant must undergo a re-assessment prior to the expiration date and any non-conformances must be resolved by Orion Registrar, Inc. prior to the next assessment. Orion Registrar, Inc. reserves the right to suspend or revoke this registration at any time.</i> ORION REGISTRAR, INC. Date: 12/15/2009 For Additional Copies See Appendix  <i>Mr. Paul M. Burck, President</i> Date: 12/15/2009 Orion Registrar, Inc. • PO Box 74520 • Ames, Georgia 30094-5270 • TEL: 404-465-0100 • FAX: 404-465-0101 To authenticate this certificate please visit www.orionreg.com	 Orion Registrar, Inc., USA Certificate of Registration <i>This is to certify that the following Management System of:</i> Metech Recycling, Inc. Appendix <i>Metech Recycling, Inc., 570 West 53rd Place, Denver, CO 80216, USA</i> <i>Metech Recycling, Inc., 450 Blackstone River Road, Worcester, MA 01607, USA</i> <i>Metech Recycling, Inc., 2150 N. Highway 55, Greenwood, NC 27032, USA</i> <i>Metech Recycling, Inc., 2350 West Bridger Road, Salt Lake City, UT 84104, USA</i> <i>Metech Recycling, Inc., 4330 South 1500th Street, Omaha, NE 68127, USA</i> ISO 9001:2008 <i>This Registration is valid from January 1, 2010 to January 1, 2012. The registrant must undergo a re-assessment prior to the expiration date and any non-conformances must be resolved by Orion Registrar, Inc. prior to the next assessment. Orion Registrar, Inc. reserves the right to suspend or revoke this registration at any time.</i> ORION REGISTRAR, INC. Date: 12/15/2009 For Additional Copies See Appendix  <i>Mr. Paul M. Burck, President</i> Date: 12/15/2009 Orion Registrar, Inc. • PO Box 74520 • Ames, Georgia 30094-5270 • TEL: 404-465-0100 • FAX: 404-465-0101 To authenticate this certificate please visit www.orionreg.com
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**Orion Registrar, Inc., USA
Certificate of Registration**

This is to certify the Management System of:

**Metech Recycling, Inc.
6200 Engle Way
Gilroy, California 95020
USA**

*Has been assessed by Orion Registrar and found to be in
compliance with the following Standard:*

**The e-Stewards Standard for Responsible Recycling
and Reuse of Electronic Equipment®**

The Management System is applicable to:

**Metech Collects and Dismantles Electronic Devices and Equipment
into Commodities (Shredded or Sorted Scrap Materials) and Sells
these Commodities into Recycled Materials Markets.**

This Scope is Applicable to All Sites

The Certification period is from March 3, 2011 to March 2, 2014.

*This Certification is subject to the company maintaining its system to the
e-Stewards standard for responsible recycling and reuse of electronic equipment®,
and applicable exceptions, which will be monitored by Orion.*

Client ID 01619-00091. Certificate ID A0002310-3.

CAE / NAICS / SIC Code: 24 / 56292 / 9511.

For Additional Sites See Appendix



Paul M. Burck
Mr. Paul M. Burck, President

1/25/2012
Date

Orion Registrar Inc. ★ PO Box 745070 ★ Arvada, Colorado 80006-5070 ★ 303-456-6010 ★ FAX 303-456-6681
To authenticate this certificate please visit www.orion4value.com



**Orion Registrar, Inc., USA
Certificate of Registration**

This is to certify the Management System of:

**Metech Recycling, Inc.
Appendix**

Metech Recycling, Inc.
500 West 53rd Place
Denver, CO 80216
USA

Metech Recycling, Inc.
2350 West Bridger Road
Salt Lake City, UT 84104
USA

Metech Recycling, Inc.
150 Blackstone River Road
Worcester, MA 01607
USA

Metech Recycling, Inc.
4330 South 102nd Street
Omaha, NE 68127
USA

Metech Recycling, Inc.
2150 N. Highway 56
Creedmoor, NC 27522
USA

**The e-Stewards Standard for Responsible Recycling
and Reuse of Electronic Equipment®**

The Certification period is from March 3, 2011 to March 2, 2014.

Client ID 01619-00001, Certificate ID A0002310-3.

EAIC / XTAGS / SSG Code: 24 / 56292 / 9311



e-Stewards
certified

Paul M. Burck
Mr. Paul M. Burck, President

1/25/2012
Date

Orion Registrar Inc. ★ PO Box 745070 ★ Arvada, Colorado 80006-5070 ★ 303-456-6010 ★ FAX 303-456-6681
To authenticate this certificate please visit www.orion4value.com

SECTION 11 – Resolutions of Endorsement and Approval

RESOLUTION

By the

Vance County Board of Commissioners

Solid Waste Management Plan Three-Year Update

WHEREAS, it is a priority of Vance County to protect human health and the environment through safe and effective management of municipal solid waste; and

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community; and

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system; and

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering; and

WHEREAS, Vance County recognizes its role in the encouragement of recycling markets by purchasing recycled products when feasible; and

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program; and

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste; and

WHEREAS, NC General Statute 130A-309.09A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years; and

WHEREAS, Vance County has undertaken and completed a planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively;

NOW THEREFORE BE IT RESOLVED, by the Vance County Board of Commissioners that the 2012 – 2022 ten year comprehensive solid waste management plan is accepted and endorsed and will be placed on file with the Clerk to the Board.

This, the 5th day of November, 2012.



Terry E. Garrison, Chairperson
Vance County Board of Commissioners

Attest:



Kelly H. Grooms
Clerk to the Board

Vance County Appearance Commission

September 12, 2012

Jordan McMillen
Vance County Planning and Development
156 Church Street, Suite 003
Henderson, N.C. 27536

Dear Mr. McMillen:

At its regular monthly meeting on Tuesday, September 11, 2012, the Vance County Appearance Commission continued its review of the 2012-2022 Vance County Solid Waste Plan.

Toni Anderson of the Vance County Planning and Development Department, presented the plan to our commission members and answered several questions. After further discussion, the Solid Waste Plan was approved as presented to us.

The county has the total support of the Vance County Appearance Commission as it moves forward with the Solid Waste Plan.

Sincerely,



Terri Hedrick
Chairperson

HENDERSON COMMUNITY APPEARANCE COMMISSION

October 2, 2012

Jordan McMillen, Director
Planning and Development
156 Church Street Suite 003
Henderson, NC 27536

Dear Mr. McMillen:

The Henderson Community Appearance Commission has reviewed the 2012-2022 Vance County Solid Waste Plan as submitted to us. The Appearance Commission endorses this plan as written.

Thank you for the opportunity to assist the county with this plan.

Sincerely,



Solon Smith, Chairperson

Resolutions

CLIPPING OF LEGAL ADVERTISEMENT
ATTACHED HERENORTH CAROLINA,
VANCE COUNTY.

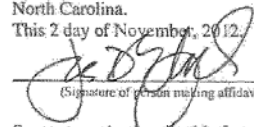
AFFIDAVIT OF PUBLICATION

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

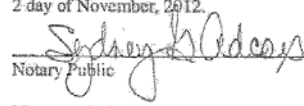
Oct 25, Nov 1, 2012

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

This 2 day of November, 2012.


(Signature of person making affidavit)

Sworn to and subscribed before me, this 2 day of November, 2012.


Notary Public

My commission expires:
June 28, 2013

PUBLIC HEARING

The Vance Board of Commissioners will conduct a public hearing on the update of the ten-year solid waste plan on Monday, November 5, 2012 at 6:30 p.m. in the Commissioners Meeting Room, County Administrative Building, 122 Young Street, Henderson, NC. This public hearing is to obtain and consider citizen input on the plan update. For a copy or review of the draft plan please contact the Vance County Planning and Development Department.

Oct 25, Nov 1, 2012

SECTION 12 – Ordinances

SECTION 13 – Additional Plan Items

WASTE REDUCTION GOAL SHEET

NC LOCAL GOVERNMENT TEN YEAR SOLID WASTE MANAGEMENT PLAN

Local Government Name: Vance County (includes Henderson, Middleburg and Kittrell)Previously established waste reduction goal: 2011-2012 30 %

After considering your government's current and projected solid waste activities, resources, population, and economic growth have you reached your previously established goal?

☒ Yes ☐ NoEstablish a new waste reduction goal: 2021-2022 40 %

WASTE REDUCTION CALCULATION

To provide 10 years of solid waste management planning, as per G.S. 130A-309.09A(b), waste reduction goals need to be updated. Use the following chart to determine the tonnage needed to be diverted from landfills in order to reach the new waste reduction goal.

CALCULATION

FY 2021-2022

1. Baseline year per capita disposal rate (FY 1991-1992 unless alternate approved by Section)	1.11
2. Percent waste reduction goal	40 %
3. Targeted per capita disposal rate (Subtract line 2 from 1.0 and multiply result by line 1)	0.67
4. Estimated population in the new waste reduction goal year (Available at Office of State Budget and Management website: Projected Annual County Population Totals 2010-2019)	47,226
5. Projected tonnage for disposal at baseline disposal rate (Multiply line 1 by line 4)	52,421
6. Targeted annual tonnage for disposal (Multiply line 3 by line 4)	31,453
7. Targeted annual tonnage to reduce (Subtract line 6 from line 5)	20,968

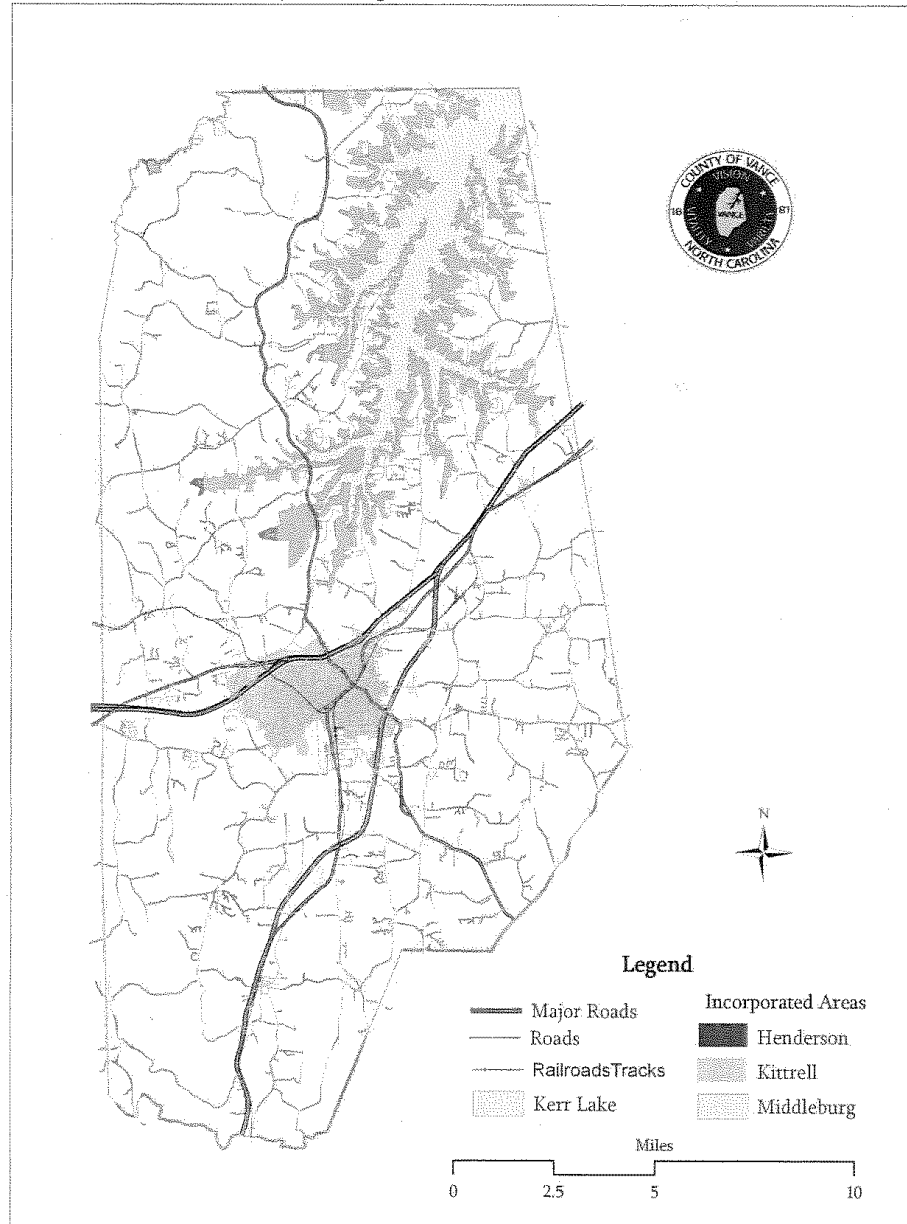
Population Link: http://www.osbm.state.nc.us/ncosbm/facts_and_figures/socioeconomic_data/population_estimates/demog/cpa2010p.html

WASTE REDUCTION PLAN

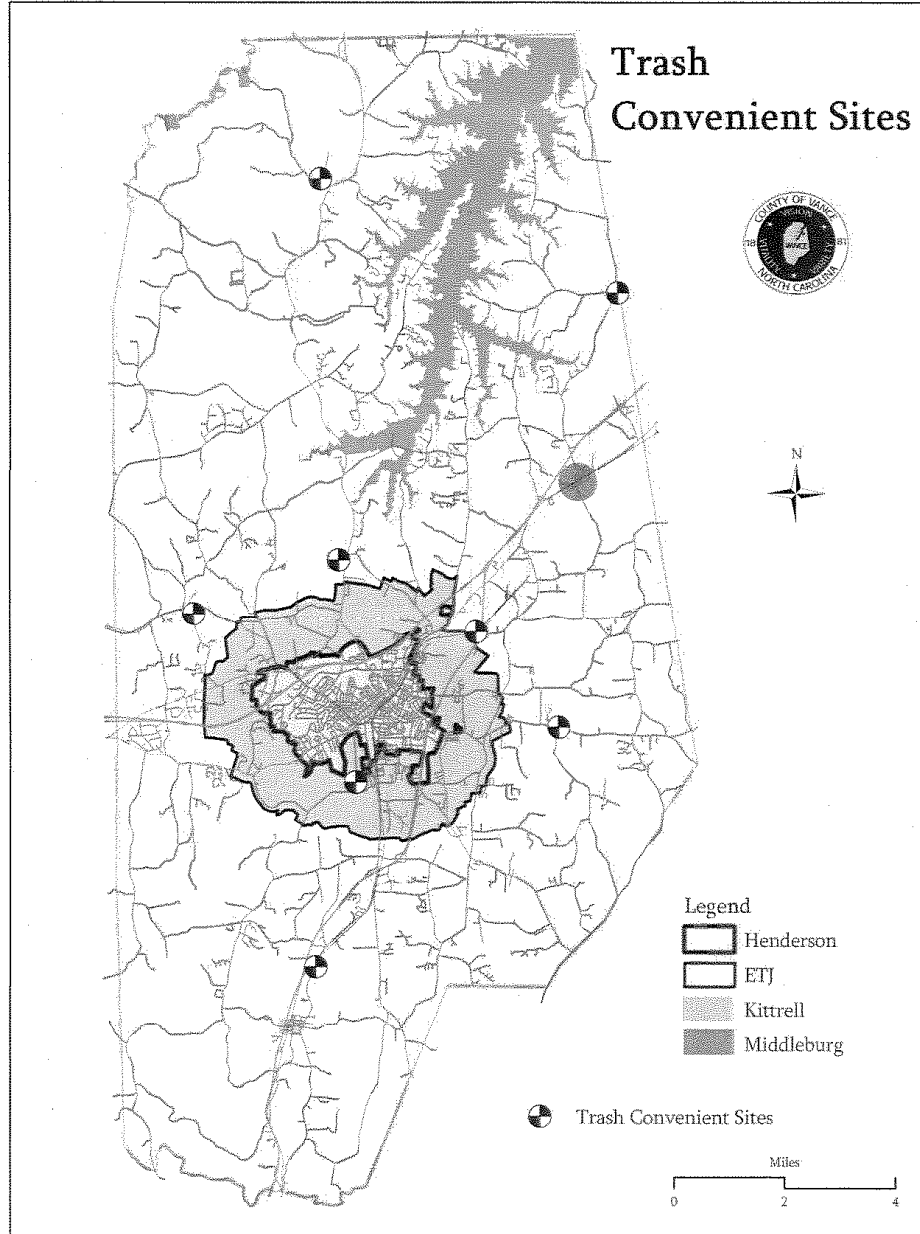
Given the targeted annual tonnage amount to be reduced, explain how you plan to reach the goal:

For example: 13,084 tons by increasing recycling
1,824 tons by source reduction
1,227 tons by utilizing composting
4,833 tons by reuse

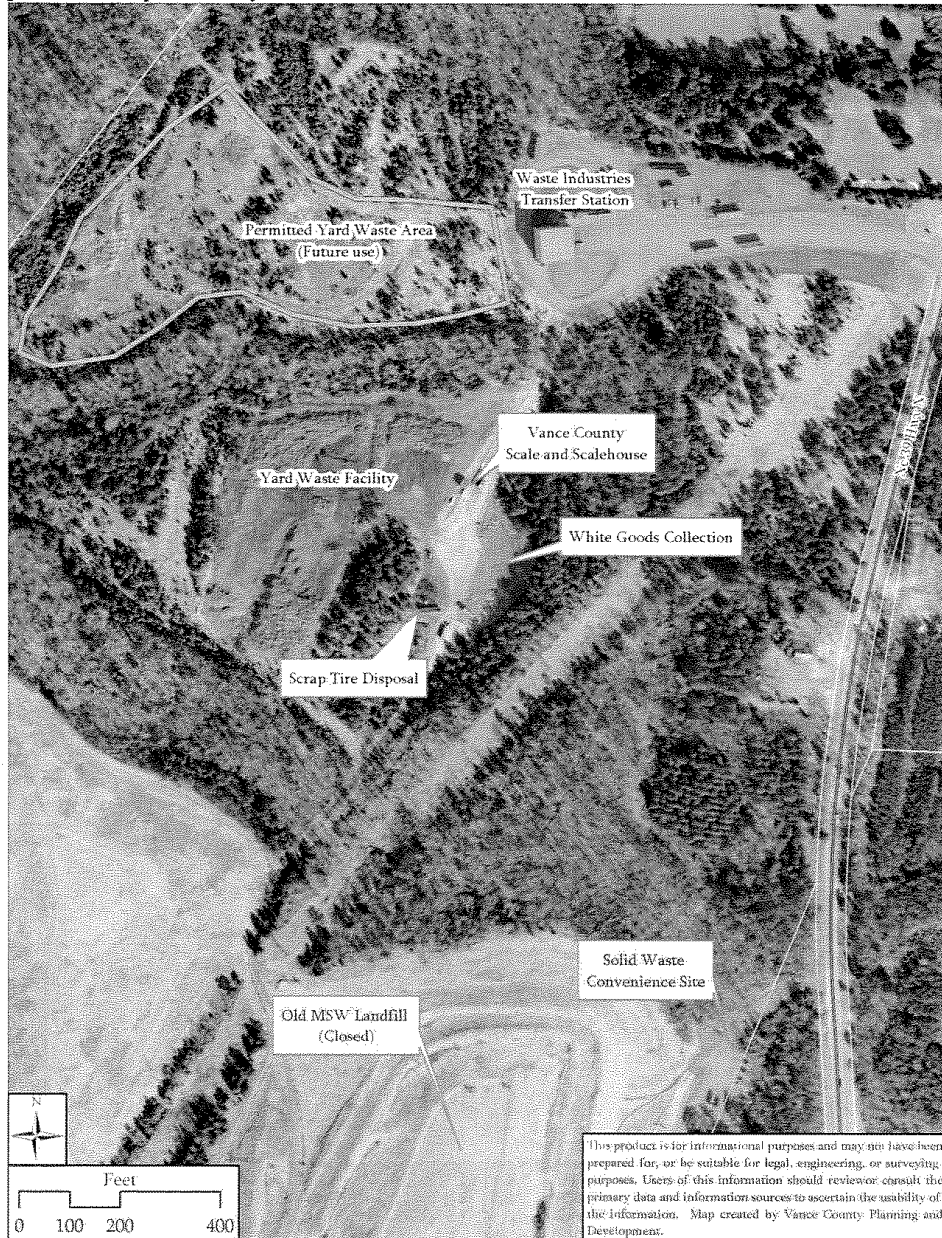
Appendix A. Map of Vance County Planning Area



Appendix B. Map of Vance County Manned Convenience Sites



Appendix C. Map of County Waste Collection Area



Appendix D. Full Cost Accounting

Full Cost Analysis Budget Form						
Fiscal Year: 2011-2012		Total MSW Budget	Program Category			
Annual Cost of Operations			SW Collection	SW Disposal	Recycling	Other: LCID
	# of Employees	1.5	1			.5
1	Wages + Benefits of Employees (FTE)	66,717				22,812
2	Local Government Admin Support	0				
3	Equipment Operations and Maintenance	24,600				
4	General Operations	22,745				
5	Educational Materials	200				
6	Cash Capital Outlays	12,486				
7	Lease Payments	23,000				23,000
8	Contracted Services	1,928,000	859,843	865,903	75,000	127,254
9	Professional Services					
10	Insurance	29,361				
11	Tipping Fees	0				
12	Other: Special Waste (Pesticides, Tires)	6,225				
17	Total Annual Costs: (sum lines 1 – 16)	2,113,334	859,843	865,903	75,000	173,066
Revenues						
18	Scrap Tire Fee	48,500				
19	Household Fee	1,927,800				
20	White Goods proceeds	20,000				
	Electronic Waste proceeds	5,000			5,000	
	Other revenues	112,034				
21	Total Annual Revenues: (sum line 18 – 20)	2,113,334	0	0	70,000	0
22	Net Annual Costs: (subtract line 21 from line 17)	0	859,843	865,903	70,000	173,066
Indicators of Efficiency						
23	Tons of Material Managed per Year*	43,301	8,885.97	29,532	703.67	3,740
24	# Households or Clients Served**	18,700	18,700	18,700	12,500	18,700
25	Total Cost per Ton: (divide line 22 by line 23)	\$48.81	\$96.76	\$29.32	\$99.48	\$46.27
26	***Total Cost per Household: (divide line 22 by line 24)	\$113	\$45.98	\$46.30	\$5.60	\$9.25

*Excludes City of Henderson tonnage as city budget data was unavailable to correspond with tonnage handled by the City (Total Tonnage with City of Henderson was actually 49,869 tons)

**Excludes City of Henderson population as city budget data was unavailable to correspond with households served. (Total population with City of Henderson was actually 45,422)

***Total Cost per household would be cost to cover all county solid waste expenses without other revenues as shown. This amount is reduced to the current fee of \$105 based upon the additional revenue sources.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 26 Nov 12 Short Reg. Meeting

9 November 2012

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: A. Ray Griffin, Jr., City Manager
RE: **CAF: 12—142, Consideration of Approval of Resolution 12-95, A Resolution Concerning Loss of "Transitional Hold Harmless" Reimbursement Funds.**

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- KSO 8: Provide Financial Resourcing

Recommendation:

- Consideration of Approval of Resolution 12-95, A Resolution Concerning Loss of "Transitional Hold Harmless" Reimbursement Funds.

Executive Summary:

Since 2002, the City of Henderson, along with other North Carolina municipalities, has received transitional hold harmless payments as part of the 2002 repeal of reimbursements authorized by the North Carolina General Assembly. Since that time, municipalities have continued to experience sales tax losses, as projected sales tax growth had been less than anticipated. It is anticipated that Henderson will lose approximately \$25,164.00 in the 2013-14 budget year due to the failure of the General Assembly to extend these payments.

The 2011-2012 State budget does not include an extension of these payments and this resolution urges the North Carolina League of Municipalities to make restoring the transitional hold harmless payments a priority in the 2013 General Assembly Session.

Enclosures:

1. Resolution 12-95
2. State Statute Article 44 105-521

R E S O L U T I O N 12-95

A RESOLUTION CONCERNING LOSS OF “TRANSITIONAL HOLD HARMLESS” REIMBURSEMENT FUNDS

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 KSO 8 as follows: Provide Financial Resourcing; *and*

WHEREAS, in 2002 the General Assembly authorized an additional local option sales tax, and repealed existing reimbursements to local governments resulting from earlier repeal of the inventory tax base of local governments; *and*

WHEREAS, as part of the 2002 repeal of reimbursements, 122 municipalities and 17 counties which had negative budget impacts from the combined repeal of reimbursements and new sales tax have received transitional hold harmless payments for ten years *and*

WHEREAS, the economy has sustained little growth since 2002 and has been especially devastated by the recession which started five years ago; *and*

WHEREAS, the growth in sales tax over the 10 year period of reimbursements is less than projected, resulting in continuing losses to local governments receiving “transitional hold harmless” payments unless the 10 year period is extended; *and*

WHEREAS, the 2011-2012 State Budget does not include an extension of the “transitional hold harmless” period to protect those local governments from losses caused by the 2002 repeal of reimbursements; *and*

WHEREAS, the City of Henderson will lose approximately \$25,164.00 in its 2013-2014 budget year due to the failure of the General Assembly to extend “transitional hold harmless” payments for a reasonable period of time to allow sales tax revenue to grow to replace the “transitional hold harmless” payments; *and*

WHEREAS, this budget shortfall will shift the burden of the General Assembly’s inaction on extending the “transitional hold harmless” payments to the City of Henderson citizens and taxpayers.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT THEY DO HEREBY urge the North Carolina General Assembly to restore “transitional hold harmless” payments to local governments for a reasonable period of time to allow growth in sales tax revenue to replace “transitional hold harmless” payments, as envisioned in 2002 when reimbursements to local governments were repealed; *and*

BE IT FURTHER RESOLVED that Henderson’s local delegation to the General Assembly is urged to support restoration of “transitional hold harmless” payments to local governments for a reasonable period of time; *and*

BE IT ALSO FURTHER RESOLVED, the North Carolina League of Municipalities is urged to make restoration of “transitional hold harmless” payments one of its highest legislative goals in the 2013 Session of the General Assembly.

The foregoing Resolution 12-95, 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 ***** 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 42, pp. **: CAF 12-142*

Article 44.

Local Government Hold Harmless Provisions.

§ 105-515: Repealed by Session Laws 2007-323, s. 31.16.4(a), effective October 1, 2009, and applicable to sales occurring on or after that date.

§ 105-516: Repealed by Session Laws 2007-323, s. 31.16.4(a), effective October 1, 2009, and applicable to sales occurring on or after that date.

§ 105-517: Repealed by Session Laws 2007-323, s. 31.16.4(a), effective October 1, 2009, and applicable to sales occurring on or after that date.

§ 105-518: Repealed by Session Laws 2007-323, s. 31.16.4(a), effective October 1, 2009, and applicable to sales occurring on or after that date.

§ 105-519: Repealed by Session Laws 2007-323, s. 31.16.4(a), effective October 1, 2009, and applicable to sales occurring on or after that date.

§ 105-520: Repealed by Session Laws 2007-323, s. 31.16.4(a), effective October 1, 2009, and applicable to sales occurring on or after that date.

§ 105-521. **Transitional local government hold harmless for repealed reimbursements.**

(a) Definitions. – The following definitions apply in this section:

(1) Local government. – A county or municipality that received a distribution of local sales taxes in the most recent fiscal year for which a local sales tax share has been calculated.

(2) Local sales tax share. – A local government's percentage share of the two-cent (2¢) sales taxes distributed during the most recent fiscal year for which data are available.

(3) Repealed reimbursement amount. – The total amount a local government would have been entitled to receive during the 2002-2003 fiscal year under G.S. 105-164.44C, 105-275.1, 105-275.2, 105-277.001, and 105-277.1A, if the Governor had not withheld any distributions under those sections.

(3a) Replacement revenue. – The sum of the following:

a. Fifty percent (50%) of the amount of sales and use tax revenue distributed under Article 40 of this Chapter, other than revenue from the sale of food that is subject to local tax but is exempt from State tax under G.S. 105-164.13B.

b. Twenty-five percent (25%) of the amount of sales and use tax revenue distributed under Article 39 of this Chapter or under Chapter 1096 of the 1967 Session Laws, other than revenue from the sale of food that is subject to local tax but is exempt from State tax under G.S. 105-164.13B.

(4) Two-cent (2¢) sales taxes. – The first one-cent (1¢) sales and use tax authorized in Article 39 of this Chapter and in Chapter 1096 of the 1967 Session Laws, the first one-half cent (1/2¢) local sales and use tax authorized in Article 40 of this Chapter, and the second one-half cent (1/2¢) local sales and use tax authorized in Article 42 of this Chapter.

(b) Distributions. – On or before August 15, 2008, and every August 15 through August 15, 2012, the Secretary must multiply each local government's local sales tax share by the estimated amount of replacement revenue that all local governments are expected to receive during the current fiscal year. If the resulting amount is less than one hundred percent (100%) of the local government's repealed reimbursement amount, the Secretary must pay the local government the difference, but not less than one hundred dollars (\$100.00).

On or before May 1 of each fiscal year through May 1, 2012, the Department of Revenue and the Fiscal Research Division of the General Assembly must each submit to the Secretary and to the General Assembly a final projection of the estimated amount of replacement revenue that all local governments would be expected to receive during the upcoming fiscal year. If, after May 1 and before a distribution is made, a law is enacted that would affect the projection, an updated projection must be submitted as soon as practicable. If the Secretary does not use the lower of the two final projections to make the calculation required by this subsection, the Secretary must report the reasons for this decision to the Joint Legislative Commission on Governmental Operations within 60 days after receiving the projections.

(c) Source of Funds. – The Secretary must draw the funds distributed under this section from sales and use tax collections under Article 5 of this Chapter.

(d) Reports. – The Secretary must report to the Revenue Laws Study Committee by January 31, 2004, and each January 31 through January 31, 2013, the amount distributed under this section for the current fiscal year. (2001-424, s. 34.14(a); 2003-284, s. 37.1; 2003-349, s. 6; 2004-124, s. 6.3; 2007-323, s. 31.16.3(c).)

§ 105-522. **City hold harmless for repealed local taxes.**

(a) Definitions. – The following definitions apply in this section:

- (1) Eligible municipality. – A municipality that was incorporated on or before October 1, 2008, and receives a distribution of sales and use taxes under G.S. 105-472.
- (2) Hold harmless amount. – The sum of the following amounts allocated for distribution to a municipality for a month:
 - a. The amount of sales and use tax revenue allocated under G.S. 105-486. This calculation determines the effect of repealing a one-half percent (1/2%) sales and use tax distributed on a per capita basis.
 - b. An amount determined by subtracting twenty-five percent (25%) of the amount of sales and use tax revenue allocated under G.S. 105-472 or Chapter 1096 of the 1967 Session Laws from fifty percent (50%) of the amount of sales and use tax revenue allocated under G.S. 105-486. This calculation determines the effect of distributing a one-quarter percent (.25%) tax on the basis of point of origin instead of on a per capita basis.
- (b) Requirement. – A county is required to hold the eligible municipalities in the county harmless from the repeal of the local sales and use taxes formerly imposed under this Article. The Secretary must add an eligible municipality's hold harmless amount to the amount distributed to the municipality under this Subchapter. To obtain the revenue for the hold harmless distribution, the Secretary must reduce each county's monthly allocation under G.S. 105-472(b) or under Chapter 1096 of the 1967 Session Laws by the hold harmless amounts for the municipalities in that county. (2007-323, ss. 31.16.3(f), 31.16.4(c); 2007-345, s. 14.4(a); 2008-134, ss. 14(a), 15(c), (f), (g).)

§ 105-523. County hold harmless for repealed local taxes.

(a) Intent. – It is the intent of the General Assembly that each county benefit by at least five hundred thousand dollars (\$500,000) annually from the exchange of a portion of the local sales and use taxes for the State's agreement to assume the responsibility for the non-administrative costs of Medicaid.

(b) Definitions. – The following definitions apply in this section:

- (1) City hold harmless amount. – The hold harmless amount determined under G.S. 105-522 for the eligible municipalities in a county.
- (2) Hold harmless threshold. – The amount of a county's Medicaid service costs and Medicare Part D clawback payments assumed by the State under G.S. 108A-54 for the fiscal year, less five hundred thousand dollars (\$500,000). A county's Medicaid service costs for fiscal years 2008-2009, 2009-2010, and 2010-2011 are determined without regard to the changes made to the Federal Medical Assistance Percentage by section 5001 of the American Recovery and Reinvestment Act of 2009.
- (3) Repealed sales tax amount. – The sum of the following amounts allocated for distribution to a county for a month:
 - a. The amount of sales and use tax revenue allocated under G.S. 105-486. This calculation determines the effect of repealing a one-half percent (1/2%) sales and use tax distributed on a per capita basis.
 - b. An amount determined by subtracting twenty-five percent (25%) of the amount of sales and use tax revenue allocated under G.S. 105-472 or Chapter 1096 of the 1967 Session Laws from fifty percent (50%) of the amount of sales and use tax revenue allocated under G.S. 105-486. This calculation determines the effect of distributing a one-quarter percent (.25%) tax on the basis of point of origin instead of on a per capita basis.

(c) Requirement. – If a county's repealed sales tax amount plus its city hold harmless amount for a fiscal year exceeds the county's hold harmless threshold for that fiscal year, the State is required to hold the county harmless for the difference by paying the amount of the difference to the county. The Secretary must withhold from sales and use tax collections under Article 5 of this Chapter the amount needed to make the county hold harmless payments required by this section.

(d) Method. – The Secretary must estimate a county's repealed sales tax amount, city hold harmless amount, and hold harmless threshold for a fiscal year to determine if the county is eligible for a hold harmless payment. The Secretary must send to an eligible county with the distribution made under G.S. 105-472 for March of that year an amount equal to ninety percent (90%) of its estimated hold harmless payment. At the end of each fiscal year, the Secretary must determine each county's hold harmless payment for that year. The Secretary must send by August 15 the remainder of the county's hold harmless payment for the fiscal year that ended on June 30. The Secretary of the Department of Health and Human Services must give the Secretary of Revenue the data needed to determine a county's hold harmless threshold by February 24th of each year, and the data needed for the final calculation of each county's hold harmless threshold by July 24th of each year. (2007-323, s. 31.16.4(d); 2007-345, s. 14.4(b); 2008-134, s. 15(a), (d), (f), (h); 2009-399, s. 4(a); 2010-95, s. 14.)

City Council Action Form

Office of City Manager
P. O. Box 1434
Henderson, NC 27536
252-430-5701



Agenda Item: _____

Council Meeting: 26 Nov 12 Work Session

17 November 2012

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

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

RE: CAF 12-133

Consideration Approval of Tax Releases and Refunds from Vance County for the month of September 2012

Ladies and Gentlemen:

Recommendation:

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

Executive Summary

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

September 2012

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Parham, Emma L. (Heirs)	Foreclosure	2000	53.82
Parham, Emma L. (Heirs)	Foreclosure	2001	53.82
Parham, Emma L. (Heirs)	Foreclosure	2002	58.62
Debnam, Mae	Foreclosure	2003	376.48
Parham, Emma L. (Heirs)	Foreclosure	2003	58.62
Debnam, Mae	Foreclosure	2004	43.52
Parham, Emma L. (Heirs)	Foreclosure	2004	61.50
Debnam, Mae	Foreclosure	2005	45.56
Parham, Emma L. (Heirs)	Foreclosure	2005	64.39
Debnam, Mae	Foreclosure	2006	45.56
Parham, Emma L. (Heirs)	Foreclosure	2006	64.39
Debnam, Mae	Foreclosure	2007	45.56
Parham, Emma L. (Heirs)	Foreclosure	2007	64.39
Debnam, Mae	Foreclosure	2008	37.23
Parham, Emma L. (Heirs)	Foreclosure	2008	35.09
Debnam, Mae	Foreclosure	2009	38.55
Parham, Emma L. (Heirs)	Foreclosure	2009	36.33
Debnam, Mae	Foreclosure	2010	38.55
Parham, Emma L. (Heirs)	Foreclosure	2010	36.33
Debnam, Mae	Foreclosure	2011	38.56
Parham, Emma L. (Heirs)	Foreclosure	2011	36.31
Woodlief, James R.		2011	(52.53)
Bailey, Verlian R.	Remove Late List	2012	1.34
Barham, Vance Robert	Remove Late List	2012	2.45
Barrier, James E. Jr.	Remove Late List	2012	3.30
Bass, Robert H.	Remove Late List	2012	0.13
Blackmon, Clarence D.		2012	49.73
Branch, Patricia B.	Remove Late List	2012	3.26
Brown, Cecil & Bessie	Remove Solid Waste	2012	0.29
Cantrell, James E. Jr.	Remove Late List	2012	6.66
Cates, Anasthacia		2012	(257.61)
Choplin, Daniel L.	Remove Late List	2012	0.88
Coca Cola Company, The	Personal Property Billed	2012	38.01
Cook, Shirley	Remove Late List	2012	1.86
Cordell, James M.	Remove Late List	2012	0.06
Cox, Mary Champ	Remove Late List	2012	3.26
Cranz, Ida W.	Remove Late List	2012	0.44
Crowder, Dexter	Personal Property Billed	2012	40.86
Davis, Harold D.	Remove Late List	2012	4.52
Debnam, Mae	Foreclosure	2012	38.56
Divine Habitation Ministry	Religious	2012	523.87
Falkner, Douglas A.	Remove Late List	2012	0.59
Foster, Haywood Jr.	Personal Property Billed	2012	1.94
GE Equipment Small Ticket	Personal Property Billed	2012	348.49
Goodwin, James O.	Remove Late List	2012	2.69
Gregorio, Octavio	Remove Late List	2012	4.01

Sept (cont'd)

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Harlow, David Lee	Remove Late List	2012	0.29
Harris, Jacqueline	Remove Late List	2012	2.20
Hawkins, Joe E. & Lucy	Real Property Billed	2012	200.00
Hayes, Genevieve	Remove Late List	2012	1.86
Hedgepeth, Leon	Remove Late List	2012	1.15
Henderson, Fields LLC	Correct Taxpayer	2012	3,226.51
Holland, Larry F.	Remove Late List	2012	1.40
Hoyle, Robert T.	Remove Late List	2012	0.80
Johnson, Darryl	Personal Property Billed	2012	22.23
Johnson, Darryl	Personal Property Billed	2012	2.93
Kelly, James K.	Remove Late List	2012	1.08
Kincaid, Kathy M.	Remove Late List	2012	0.81
Lewis, Paul Henry	Remove Late List	2012	2.67
Livingstone, Christian		2012	(595.30)
Marlin Leasing Corp.	Correct Value	2012	85.01
Mazus, Stephen E.	Correct Value	2012	10.18
Miles, Thurston, Jr.		2012	257.61
Murphy, Lisa Sharlene		2012	(49.73)
Newton, Jonnie E. Jr.	Remove Late List	2012	2.61
Norwood, Judy	Remove Late List	2012	0.18
Oakes, Alvin Craig	Remove Late List	2012	0.75
Parham, Emma L. Heirs	Foreclosure	2012	36.31
Parish, Lee Roy	Remove Late List	2012	4.07
Poythress, Grace B.	Adjust Value	2012	401.88
Reid, Juanita	Remove Late List	2012	4.34
Restaurant Liquid Ser	Personal Property Billed	2012	7.78
Riddle, Tommy D.	Remove Late List	2012	1.75
Roberson, Daniel T & Nellie D.	Remove Late List	2012	2.94
Rogers, Samuel R.	Remove Late List	2012	0.18
Rosado, Golberto F.	Personal Property Billed	2012	27.22
Russell, Maple D.		2012	(88.10)
Santos, Barajas Mariel	Remove Late List	2012	7.34
St. James Missionary Baptist Church	Religious	2012	3,468.69
Taylor, Ulysses A.	Remove Late List	2012	3.41
Todd, C. Glenn	Remove Late List	2012	2.92
Union Bank & Trust Co.	Correct Taxpayer	2012	(3,226.51)
US Bank National/US Bancorp Oliver	Personal Property Billed	2012	108.75
Venable, Annie Hargrove	Remove Late List	2012	1.58
Venegas, Fransco	Personal Property Billed	2012	34.78
Warren, Tommy R.	Remove Late List	2012	3.16
White, Charles C.	Remove Late List	2012	0.81
Wilson, Frederick H. Jr.	Remove Exemption	2012	2.34
Woodlief, James R.		2012	(52.53)
Bannister, Cynthia W & Jason L.	Prorate	2011	26.30
Baskerville, Jaqualia	Correct Situs	2011	48.14
Butler, Thomas Alvin	Reg Vehicle Billed	2011	101.96

Sept (cont'd)

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Gupton, Heather M.	Prorate	2011	2.00
Hawkins, Albert Thomas	Prorate	2011	0.71
JMFBTF LLC Foster, John M.	Correct Situs	2011	220.60
Kingsley, Regina S.	Prorate	2011	17.94
Klotz, Casey Marlene	Prorate	2011	10.55
Rice, Karen Garrett	Prorate	2011	6.30
Richardson, Katrina Y.	Prorate	2011	13.41
Waverly, Richard E.	Prorate	2011	9.65
Wheeler, Samuel E.	Correct Value	2011	46.27
Yarborough, Vickie K.	Reg Vehicle Billed	2011	61.89
Alston, Rhonda T.	Correct Situs	2012	39.49
Baskerville, Jaqualia	Correct Situs	2012	47.32
County of Vance	Government	2012	103.31
County of Vance	Government	2012	103.31
Divine Habitation Ministries	Religious	2012	118.65
First Baptist Church	Religious	2012	120.34
First Baptist Church	Religious	2012	111.70
Fisher, James	Prorate	2012	5.66
Hart, Harold N & Lizzie Mae	Prorate	2012	65.11
Johnson, Michael Ross	Prorate	2012	160.67
King, Mark Hutson	Prorate	2012	25.35
Lara, Jose Ramiro P.	Prorate	2012	25.54
Loper, Leroy Allen	Personal Property Billed	2012	15.15
M. R. Williams Inc.	Prorate	2012	16.62
Moten, Barbara Ann	Prorate	2012	42.50
Pegram, Herman Brantley	Prorate	2012	55.94
Ramsey, Larry Wayne	Prorate	2012	4.23
Ramsey, Larry Wayne	Prorate	2012	9.83
Terry, Bette Williams	Prorate	2012	22.58
Whitco Pest Control	Correct Value	2012	32.93
Whitt, William C.	Correct Value	2012	116.71
Youssef, Milad Maher	Prorate	2012	3.68
Zuniga, Dagoberto Rosa	Correct Situs	2012	54.11
Total			7,895.04

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF REFUND
Bennett, Marion Rose	Prorate	2011	0.63
Branch Exterminating	Correct Situs	2011	80.61
Estrada, Abraham G	Prorate	2011	4.56
Horton, Ellatisha M	Prorate	2011	2.83
Johnson, Michael Ross	Prorate	2011	10.26
Kelly, Jimmie Kay	Prorate	2011	2.33
M. R. Williams, Inc.	Prorate	2011	15.71
M. R. Williams, Inc.	Prorate	2011	2.54
Root, Larry Marvin	Prorate	2011	3.79
Watts, Michael Anthony	Prorate	2011	29.89
Oakes, Alvin Eugene	Prorate	2012	2.18
Taylor, Ulysess A.	Prorate	2012	2.20
Total			157.53

City Council Memo

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



Agenda Item: _____

Council Meeting: 26 Nov 12 Short Reg. Meeting

16 November 2012

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

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

RE: Major Project Update Report.

Ladies and Gentlemen:

Attached you will find a Major Project Update Report. The staff has compiled this to keep Council informed as to where we are with various major projects throughout the city relating to Regional water, water, sewer and street projects within the General/Powell Bill Fund.

We hope you will find this information as a helpful tool in informing the citizens of the many projects the city has underway to improve its infrastructure. If there are additional items of information you need or would like to see included in this chart, please let us know.

MAJOR PROJECT UPDATE REPORT

Last Updated: 11/16/2012-ff

[illegible]

City Council Action Form

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



Agenda Item: _____

Council Meeting: 26 Nov 12 Short Reg. Meeting

31 October 2012

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: A. Ray Griffin, Jr., City Manager
RE: CAF: 12-141
Consideration of Approval of Resolution 12-94, Employee Appreciation One-Time Salary Supplement

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:

- Approval of Resolution 12-94, Employee Appreciation One-time Salary Supplement

Executive Summary:

The Henderson City Council, on 11 June 12, adopted the FY12-13 budget which included allocations for an employee appreciation one-time salary supplement in the amount of \$200 per full-time active employee. Employees with less than a year of service will receive a pro-rated supplement based on hire date as follows: Jan - March 2012, \$200; April - June 2012, \$150; July - September 2012, \$100; October to distribution date, \$50.

In past years, this salary supplement has been distributed to employees around the holiday season. Therefore, it is respectfully requested that Council affirm its desire to award a one-time salary supplement to City employees. If Council so approves, the one-time salary supplements will be prepared for distribution during the first week of December.

Enclosures:

1. Resolution 12-94

RESOLUTION 12-94

A RESOLUTION OF THE HENDERSON CITY COUNCIL AFFIRMING ITS DESIRE TO AWARD CITY EMPLOYEES AN APPRECIATION ONE-TIME SALARY SUPPLEMENT AS PROVIDED FOR IN THE FY 12-13 BUDGET

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 KSO as follows: KSO 6: To Provide a Supportive and Competitive Workforce Climate that Facilitates and Maintains a Strong Workforce Capability and Capacity and Adequate Staffing Levels; *and*

WHEREAS, the Henderson City Council on 11 June 2012 adopted its FY 12-13 budget which included allocations for employee appreciation one-time salary supplements in the amount of \$200 per full-time active City employee; *and*

WHEREAS, employees with less than one year of service will receive a pro-rated supplement based on hire date, as follows: Jan-March 2012, \$200; April-June 2012, \$150; July-September 2012, \$100; October – distribution date, \$50; *and*

WHEREAS, the one-time salary supplement is Council's way of expressing its thanks and appreciation to City employees; *and*

WHEREAS, in past years, the salary supplements have been distributed to employees around the holiday season.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AFFIRM its desire to award City Employees with a one-time salary supplement as provided for in the FY12-13 budget.

The foregoing Resolution 12-94, introduced by Council Member _____ and seconded by Council Member _____ on this the ____th 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: Minute Book 42, p***)

City Council Action Form

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



Agenda Item: _____

Council Meeting: 26 Nov 12 Reg. Meeting

9 November 2012

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

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

RE: CAF: 12-135

Consideration of Approval of Resolution 12-90, Adopting the 2013 City Council Meeting Schedule.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 1-1: Implement Process Improvements.

Recommendation:

- Approval of Resolution 12-90, Adopting the 2013 City Council Meeting Schedule.

Executive Summary

As part of the annual meeting planning efforts, a schedule for all regular council meetings and work sessions has been prepared for Council's consideration. The second meeting in May and December are recommended for cancellation since they conflict with the Memorial Day, and the Christmas holidays respectively, as well as the first meeting in October and November which conflict with the Annual NCLM Conference and Veterans Day. The budget work sessions are also included in this calendar. Special meetings will be noticed as needed during the year.

Enclosures:

1. Resolution 12-90

RESOLUTION 12-90

RESOLUTION OF THE CITY OF HENDERSON APPROVING 2013 CITY COUNCIL MEETING SCHEDULE

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

WHEREAS, this Resolution addresses one of the Key Strategic Objectives as follows: KSO 1-1: Implement Process Improvements; *and*

WHEREAS, as part of the annual meeting planning efforts, a schedule for all regular council meetings, along with work sessions and budget work sessions has been prepared and is attached to this Resolution as **Attachment A**; *and*

WHEREAS, the second meetings of May, and December as well as the first meeting in October and November are recommended for cancellation since they conflict with Memorial Day, the NCLM Conference, Veterans Day and the Christmas holidays respectively; *and*

WHEREAS, special meetings will be noticed as needed during the year.

NOW, THEREFORE, BE IT RESOLVED, by the Henderson City Council that the Official 2013 Henderson City Council Meeting Schedule being more fully articulated in **Attachment A** to this Resolution be approved by Council and filed with the City Clerk.

The foregoing Resolution 12-90, 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 26th day of November 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 42, pp. ***; CAF 12-***

**City Council Meetings are held in the City Council Chambers at the
City Municipal Building, 134 Rose Avenue, Henderson NC**

City Council Meeting	2013 Schedule		Special Notes
Regular Meeting	Jan. 14, 2013	6:00 PM	
Strategic Planning Retreat	Jan. 23, 2013	8:00 AM – 4:00 PM	
Short Business Meeting	Jan. 28, 2013	6:00 PM	
Workshop Session	Jan. 28, 2013	Immediately Following Short Business Meeting	
Regular Meeting	Feb. 11, 2013	6:00 PM	
Short Business Meeting	Feb. 25, 2013	6:00 PM	
Workshop Session	Feb. 25, 2013	Immediately Following Short Business Meeting	
Regular Meeting	Mar. 11, 2013	6:00 PM	
Short Business Meeting	Mar. 25, 2013	6:00 PM	
Workshop Session	Mar. 25, 2013	Immediately Following Short Business Meeting	
Regular Meeting	Apr. 08, 2013	6:00 PM	
Short Business Meeting	Apr. 22, 2013	6:00 PM	
Workshop Session	Apr. 22, 2013	Immediately Following Short Business Meeting	
Regular Meeting	May 13, 2013	6:00 PM	<i>FY 13-14 Budget Presentation</i>
Budget Work Session #1	May 16, 2013	6:00 PM	
Budget Work Session #2	May 20, 2013	6:00 PM	
Budget Work Session #3	May 21, 2013	6:00 PM	
Budget Work Session #4	May 23, 2013	6:00 PM	
Short Business Meeting	May 27, 2013	*****Cancelled due to Holiday*****	<i>Memorial Day May 27</i>
Workshop Session	May 27, 2013	*****Cancelled due to Holiday*****	<i>Memorial Day May 27</i>
Budget Work Session #5	May 28, 2013	6:00 PM	
Budget Work Session #6	May 30, 2013	6:00 PM	
Budget Work Session #7	Jun. 03, 2013	6:00 PM	
Budget Work Session #8	Jun. 06, 2013	6:00 PM	
Regular Meeting	Jun. 10, 2013	6:00 PM	
Budget Work Session #9	Jun. 11, 2013	6:00 PM	<i>FY 13-14 Budget Hearing</i>
Budget Work Session #10	Jun. 13, 2013	6:00 PM	
Short Business Meeting	Jun. 24, 2013	6:00 PM	
Workshop Session	Jun. 24, 2013	Immediately Following Short Business Meeting	
Regular Meeting	Jul. 08, 2013	6:00 PM	
Short Business Meeting	Jul. 22, 2013	6:00 PM	
Workshop Session	Jul. 22, 2013	Immediately Following Short Business Meeting	
Regular Meeting	Aug. 12, 2013	6:00 PM	
Short Business Meeting	Aug. 26, 2013	6:00 PM	
Workshop Session	Aug. 26, 2013	Immediately Following Short Business Meeting	
Regular Meeting	Sep. 09, 2013	6:00 PM	
Short Business Meeting	Sep. 23, 2013	6:00 PM	
Workshop Session	Sep. 23, 2013	Immediately Following Short Business Meeting	
Regular Meeting	Oct. 14, 2013	****Cancelled due to NCLM Annual Conference****	<i>NCLM Conf. Oct 13-15 Hickory</i>
Short Business Meeting	Oct. 28, 2013	6:00 PM	
Workshop Session	Oct. 28, 2013	6:00 PM	
Regular Meeting	Nov. 11, 2013	*****Cancelled due to Holiday*****	<i>Veterans Day November 11</i>
Short Business Meeting	Nov. 25, 2013	6:00 PM	
Workshop Session	Nov. 25, 2013	Immediately Following Short Business Meeting	
Regular Meeting	Dec. 09, 2013	6:00 PM	
Short Business Meeting	Dec. 23, 2013	*****Cancelled due to Holiday*****	<i>Christmas Holiday Dec. ***</i>
Workshop Session	Dec. 23, 2013	*****Cancelled due to Holiday*****	<i>Christmas Holiday Dec. ***</i>

Please note that the City Council may schedule special meetings in addition to the ones listed above and/or cancel meetings as circumstances warrant.

Meetings and Events Calendar

Date	Time	Event	Location
Nov 30 th	10:00 AM	Henderson-Vance E911 Advisory Board Meeting	E 911 Operation Center
Dec 3 rd	3:30 PM	Henderson Planning Board	City Council Chambers
Dec 4 th	3:30 PM	Henderson Zoning Board of Adjustments	City Council Chambers
Dec 10 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Dec 11 th	3:00 PM	Henderson Appearance Committee	City Council Chambers
Dec 13 th	12:00 PM	Henderson-Vance Parks & Recreation Commission	Aycock Recreation Center
Dec 20 th	7:00 PM	Human Relations Commission	City Council Chambers
Dec 24, 25 & 26th		CITY HALL CLOSED Monday Dec 24th thru Wednesday Dec 26th Will Reopen on Thursday, Dec 27th Dec 24th City Council Meeting Cancelled	
Jan 1st		City Hall Closed Happy 2013	
Jan 7 th	3:30 PM	Henderson Planning Board	City Council Chambers
Jan 8 th	3:00 PM	Henderson Appearance Committee	City Council Chambers
Jan 10 th	12:00 PM	Henderson-Vance Parks & Recreation Commission	Aycock Recreation Center
Jan 14 th	5:00 PM	Library Board of Trustees	H. Leslie Perry Memorial Library Board Room
Jan 14 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Jan 23 rd	8:00 AM	City Council Strategic Planning Retreat	Aycock Recreation Center
Jan 25 th	10:00 AM	Henderson-Vance E911 Advisory Board Meeting	E 911 Operations Center
Jan 28 th	6:00 PM	City Council Meeting Work Session to Follow	City Council Chambers
Feb 4 th	3:30 PM	Henderson Planning Board	City Council Chambers
Feb 5 th	3:30 PM	Henderson Zoning Board	City Council Chambers
Feb 11 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Feb 12 th	3:00 PM	Henderson Appearance Committee	City Council Chambers
Feb 14 th	12:00 PM	Henderson-Vance Parks & Recreation Commission	Aycock Recreation Center

Last Updated: 11/20/2012 4:50 PM

HENDERSON-VANCE COUNTY 911

NUMBER OF CALLS REPORT BY COMPLAINT (ALL UNITS)

TIME PERIOD: 9/21/2012 09:00:00 Through 10/20/2012 23:59:59

TOTAL

5,657

DEPARTMENT	COMMENT	TOTAL	COUNTY	CITY	STATE	OTHER
DATA WITH NO DEPARTMENT		181				181
AFTON VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	0	0			
AMERICAN RED CROSS	Other Dispatch	1				1
BEARPOND VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	47	47			
COKEBURY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	21	21			
CSX RAILROAD	Other Dispatch	1				1
DREWRY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	6	6			
EMBARQ	Other Dispatch	0				0
EPSOM VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	7	7			
HENDERSON FIRE DEPARTMENT-STA 1	City Dispatch	318		318		
HENDERSON FIRE DEPARTMENT-STA 2	City Dispatch	108		108		
HENDERSON POLICE DEPARTMENT	City Dispatch	2,655		2,655		
HENDERSON STREET DEPT	City Dispatch	10		10		
HENDERSON WATER DEPARTMENT	City Dispatch	26		26		
HICKSBORO VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	20	20			
KITTRELL VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	21	21			
NORTH CAROLINA DEPT OF PARKS	State Dispatch	3			3	
NORTH CAROLINA DEPT OF TRANSPORTATION	State Dispatch	9			9	
NORTH CAROLINA DIVISION OF MOTOR VEHICLES	State Dispatch	0			0	
NORTH CAROLINA FORESTRY SERVICE	State Dispatch	1			1	
NORTH CAROLINA MAGISTRATE OFFICE	State Dispatch	0			0	
NORTH CAROLINA MEDICAL EXAMINER	State Dispatch	1			1	
NORTH CAROLINA PROBATION & PAROLE	State Dispatch	0			0	
NORTH CAROLINA STATE HIGHWAY PATROL	State Dispatch	57			57	
NORTH CAROLINA UNDERWATER RECOVERY	Other Dispatch	0			0	
NORTH CAROLINA WILDLIFE	State Dispatch	0			0	
PROGRESS ENERGY	Other Dispatch	7				7
PUBLIC SERVICE GAS	Other Dispatch	2				2
RIDGEWAY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	0	0			
TOWNSVILLE VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	14	14			
VANCE COUNTY AMBULANCE SERVICE (EMS)	City & County Dispatch-actual	507				
VANCE COUNTY ANIMAL CONTROL	County Dispatch	98	98			
VANCE CO DEPT OF SOCIAL SERVICES	County Dispatch	1	1			
VANCE COUNTY EMERGENCY MANAGEMENT	City & County Dispatch	1	1			
VANCE COUNTY FIRE DEPARTMENT	County Dispatch/FIRE	96	96			
VANCE COUNTY RESCUE SQUAD	County Dispatch	30	30			
VANCE COUNTY SHERIFF DEPARTMENT	County Dispatch	2,164	2,164			
WAKE ELECTRIC COOPERATIVE	Other Dispatch	0				0
WATKINS VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	18	18			
TOTALS		6,431	2,544	3,117	71	192

Signature:

Carey D. Thompson

Prepared by: Carey D. Thompson, 911 Database Coordinator

Signature:

Brian K. Short

Reviewed by Brian K. Short, Director

10/31/2012

HENDERSON-VANCE CO 911

Number Of Calls Report by Department (All Units)

First Date: 09/21/2012

Jurisdiction: HEN-VAN

Last Date: 10/20/2012

	<i>Department</i>	<i>Number</i>
1	Data with no Department.	181
2	ARC	1
3	BVFD	47
4	CSX	1
5	CVFD	21
6	DOT	7
7	DSS	1
8	DVFD	6
9	EM	1
10	EMS	507
11	EVFD	7
12	FOR	1
13	GAS	2
14	HFD1	318
15	HFD2	108
16	HPD	2655
17	HVFD	20
18	KVFD	21
19	ME	1
20	PARK	3
21	PE	7
22	SHP	57
23	STRE	10
24	TVFD	14
25	VCAC	98
26	VCFD	96
27	VCR	30
28	VCSO	2164
29	WATE	26
30	WVFD	18

Total: 5657

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: 09/21/2012

Last Date: 10/20/2012

<i>Complaint</i>		<i>Number</i>
911HU	911 HANG UP CALL	66
ABAND	ABANDONED OR JUNKED CARS	4
ABDOM-EMD	ABDOMINAL PAIN OR PROBLEMS	14
ACC-PD	ACCIDENT PROPERTY DAMAGE	105
ACC-PI	ACCIDENT PERSONAL INJURY	21
ALARM	ALARM RESIDENCE OR BUSINESS	233
ALARMFALSE	ALARM FALSE	129
ALARMMED	ALARM MEDICAL	7
ALLERG-EMD	ALLERGIC REACTION / ENVENOMATIC	5
ANIMAL-EMD	ANIMAL BITE / ATTACK	6
ANIM	ANIMAL COMPLAINT/VISCIOUS ANIMAL	81
ARMED SUSP	ARMED SUSPECT (MAN WITH A GUN)	8
ARRE	ARREST	1
ASAG	ASSIST OTHER AGENCY	11
ASMO	ASSIST MOTORIST	45
ASSAULT-EMD	ASSAULT OR SEXUAL ASSAULT	41
BACKPAIN-EMD	BACK PAIN (NON-TRAUMATIC)	9
BE MV	BREAKING AND ENTERING TO A MOTOR	29
BON	BONDING	10
BONDSET	BOND SET	1
BREATH-EMD	BREATHING PROBLEMS	64
BURG-IP	BURGULARY/B&E IN PROGRESS	3
BURGLARY	BURGLARY	59
CAR	CARELESS AND RECKLESS DRIVER	38
CARDIAC-EMD	CARDIAC/RESPIRATORY ARREST OR	15
CHASE	CHASE	3
CHESTPAI-EMD	CHEST PAIN	49
CHILD-ABU	CHILD ABUSE OR NEGLECT	1
CHOKING-EMD	CHOKING	1
CIVDIS	CIVIL DISPUTE	74
COMTHR	COMMUNICATING THREATS	5
CONVULS-EMD	CONVULSIONS / SEIZURES	22
DIABETIC-EMD	DIABETIC PROBLEMS	16
DIRTRF	DIRECTING TRAFFIC/TRAFFIC CONTR	1
DISO	DISORDERLY PERSON	77
DOMEIP/W	DOMESTICE DISPUTE - IN PROGRESS	1
DOM-PROB	DOMESTIC PROBLEM	94
DRUGALC	DRUG OR ALCOHOL COMPLAINT	46
DRUNKDRIV	DRUNK DRIVER	8
DVO	DOMESTIC VIOLENCE ORDER	12
ELECTROC-EMD	ELECTROCUTION / LIGHTNING	1
EMERG TRANS	EMERGENCY TRANSPORT	2
ESCO	ESCORT	183
EVICION	EVICION CARRIED OUT	72
FALLS-EMD	FALLS (SUBJECT FALLEN)	50
FIGHT	FIGHT	27
FIGHT-IP/W	FIGHT IN PROGRESS/W-WEAPONS	5
FIRE AL	FIRE ALARM	26
FIRE BRU	BRUSH/GRASS FIRE	2
FIRE ELEC	ELECTRICAL FIRE	1
FIRE GRE	GREASE FIRE	1
FIRE SMOKE	SMOKE REPORT	4

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 09/21/2012

Last Date: 10/20/2012

<i>Complaint</i>		<i>Number</i>
FIRE STRUC	STRUCTURE FIRE	8
FIRE VEHI	VEHICLE FIRE	9
FRAUD	FRAUD/FORGERY	39
GASLEA	GAS LEAK	3
HARR	HARRASSMENT/THREATS	47
HEADACHE-EMD	HEADACHE	4
HEART-EMD	HEART PROBLEMS - AICD	11
HEMORR-EMD	HEMORRHAGE / LACERATION	18
HOMEINV	HOME INVASION	5
HRPD	HIT & RUN PD	24
ILL-DUMP	ILLEGAL DUMPING	48
INDEXPO	INDECENT EXPOSURE	1
INSPECTION	FIRE INSPECTION	95
INTPERS	INTOXICATED PERSON	13
INVE	INVESTIGATE ----- AT	872
IPV	IMPROPERLY PARKED VEHICLE	8
JUV	JUVENILE PROBLEMS	49
LARC	LARCENY - ALREADY OCCURRED	134
LIVEST	LIVESTOCK IN ROADWAY	1
LOIT	LOITERING COMPLAIN	10
LOST	LOST PROPERTY	2
LOUD	LOUD MUSIC	113
MEDICAL	MEDICAL	10
MEN	MENTAL SUBJECT	73
MISS	MISSING PERSON	15
OPEN	OPEN DOOR/WINDOW	4
OVERDOSE-EMD	OVERDOSE / POISONING (INGESTION)	11
PDAMG	PROPERTY DAMAGE ALREADY OCCU	91
PDMGIP	PROPERTY DAMAGE IN PROGRESS	2
PREGNANT-EMD	PREGNANCY/CHILDBIRTH/MISCARRIA	3
PROW	PROWLER	34
RACE	RACING/HIGH SPEED DRIVING	2
RAPE	RAPE	2
RECFPI	RECOVERED/FOUND PROPERTY	13
ROBARM	ROBBERY ARMED	3
ROBBERY	ROBBERY	1
ROBSA	ROBERY STRONG ARM	1
RUN	RUNAWAY	3
SHOP	SHOPLIFTER	17
SHOTS	SHOTS FIRED	74
SICK-EMD	SICK PERSON	92
STABBING-EMD	STABBING / GUNSHOT / PENETRATING	5
STOLV	STOLEN VEHICLE	12
STROKE-EMD	STROKE (CVA)	17
SUBINCUS	SUBJECT IN CUSTODY	25
SUICIDE-EMD	SUICIDE / PSYCHIATRIC / ABNORMAL	1
SUMMONS	CIVIL / CRIMINAL SUMMONS	482
SUPSUB	SUSPICIOUS SUBJECT	111
SURR	SURRENDER	18
SUSPAC	SUSPICIOUS PACKAGE	5
SUSVEH	SUSPICIOUS VEHICLE	83
TEST	TEST CALL	69

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 09/21/2012

Last Date: 10/20/2012

<i>Complaint</i>		<i>Number</i>
Traffic Stop	VEHICLE STOP	469
TRANSPORT	TRANSPORT	4
TRAUMA-EMD	TRAUMATIC INJURY (SPECIFY IN NARI	4
TREEDWN	TREE DOWN	6
TRES	TRESPASSING SUSPECT	90
UNAUTHVEH	UNAUTHORIZED USE VEHICLE	9
UNCONC-EMD	UNCONCIOUS / FAINTING OR NEAR	33
UNKNOWN-EMD	UNKNOWN PROBLEM (MAN DOWN)	3
WARRANT	WARRANT	428
WATER	WATER RELATED PROBLEM	27
WRIT	WRIT OF EXECUTION	2

Report Total: 5657



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: NOVEMBER 1, 2012

FIRE SUPPRESSION AND RESCUE ACTIVITY REPORT FOR: OCTOBER, 2012

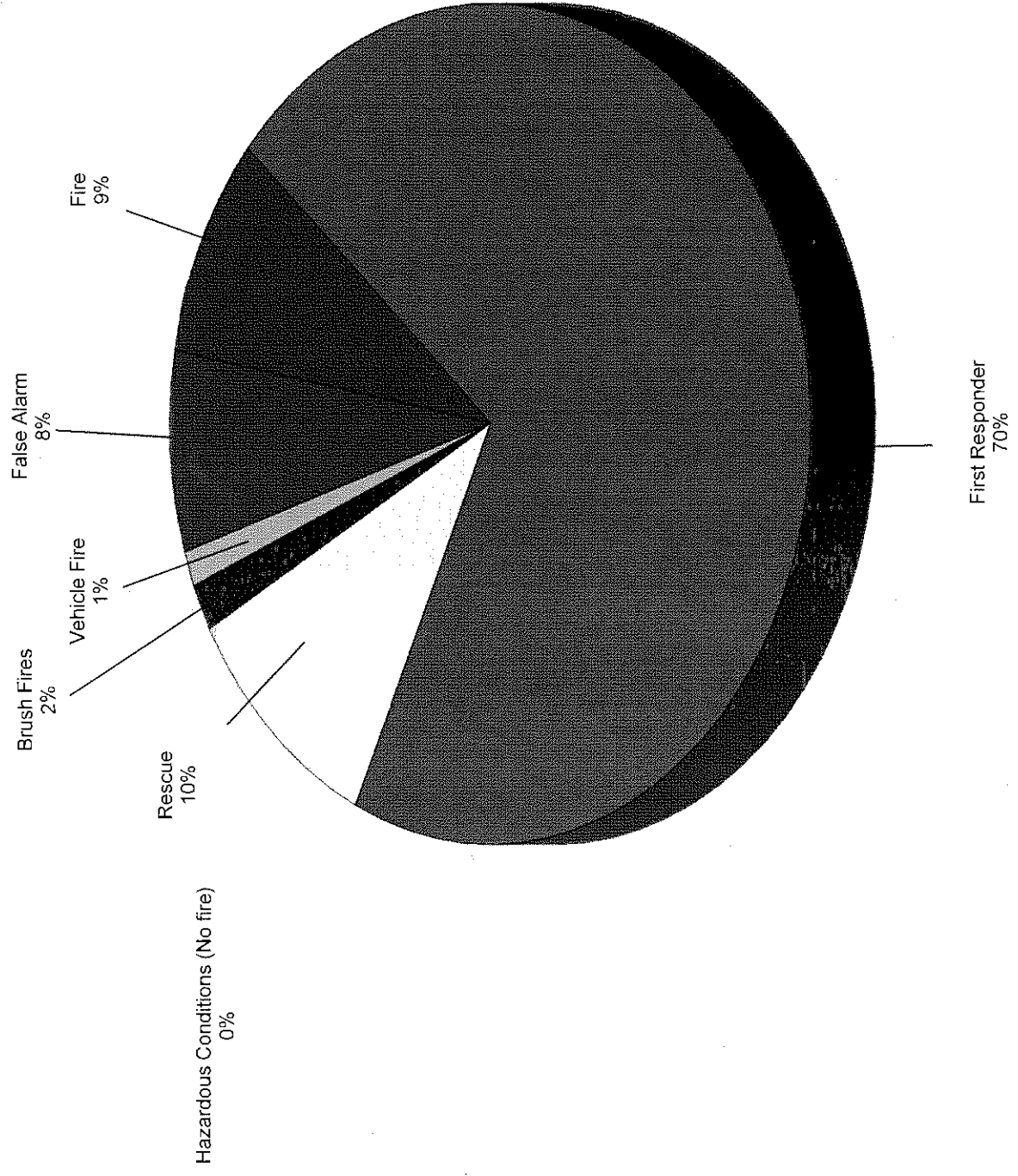
TYPE OF CALL	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
PRIVATE DWELLINGS (1 or 2 Family), Including Mobile Homes	7	3	54
APARTMENTS (3 or More Families)	1	0	9
HOTELS AND MOTELS	0	0	0
ALL OTHER RESIDENTIAL (Dormitories, Boarding Houses, Tents, etc.)	0	1	2
PUBLIC ASSEMBLY (Church, Restaurant, Clubs, etc.)	1	0	5
SCHOOLS AND COLLEGES	0	0	0
HEALTH CARE AND PENAL INSTITUTIONS (Hospitals, Nursing Homes, Prisons, etc.)	0	1	3
STORES AND OFFICES	0	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	2	1	14
FIRES IN HIGHWAY VEHICLES (Autos, Trucks, Buses, etc.)	3	0	26
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	0	0	16
FIRES IN RUBBISH, INCLUDING DUMPSTERS (Outside structures), With No Value Involved	4	5	31
ALL OTHER FIRES	1	1	6
RESCUE	22	10	193
FIRST RESPONDER	156	149	1650
FALSE ALARM RESPONSES (Malicious or Unintentional False Calls, Malfunctions, Bomb Scares)	17	10	162
MUTUAL AID OR ASSISTANCE RESPONSES	1	2	11
HAZARDOUS MATERIALS RESPONSES (Spills, Leaks, etc.)	1	0	23
OTHER HAZARDOUS RESPONSES (Arcing wires, Bomb Removal, Power Line Down, etc.)	0	2	27
ALL OTHER RESPONSES (Smoke Scares, Lock-Outs, Animal Rescues, etc.)	5	2	18
TOTALS	221	187	2254

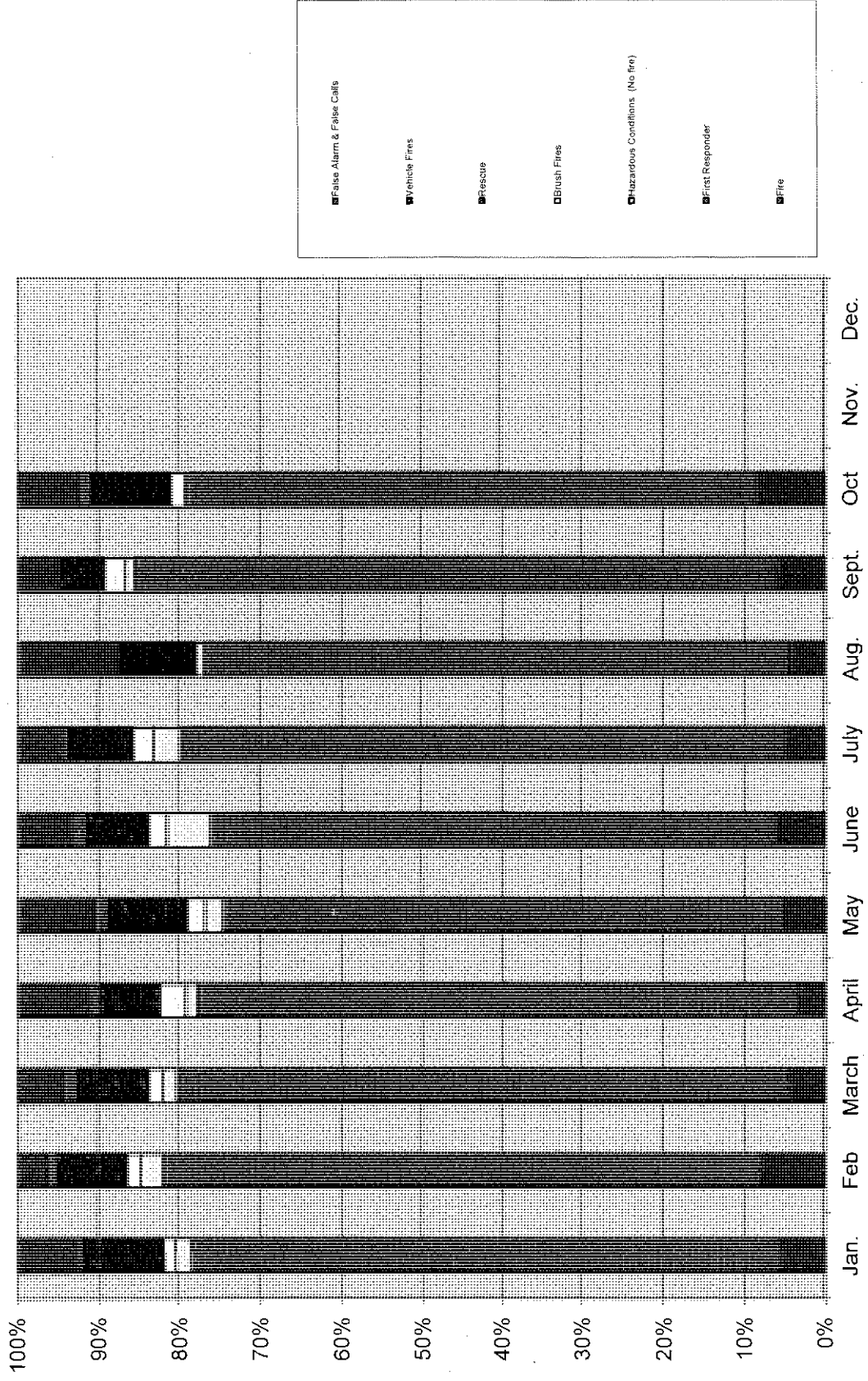
	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
Total Fire Incidents With Property and/or Contents Loss	5	8	70
Total of Property and Contents Value Saved	\$ 2,635,437.00	\$ 123,830.00	\$ 12,469,438.00

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

Incident Summary For October 2012



YEAR TO DATE SUMMARY BY MONTH FOR 2012



INSPECTION ACTIVITIES REPORT FOR:**October, 2012**

INSPECTIONS	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
ASSEMBLY	5	5	68
BUSINESS	8	3	202
EDUCATIONAL	3	0	9
HAZARDOUS	0	0	0
INDUSTRIAL	0	1	7
INSTITUTIONAL	2	1	5
MERCANTILE	6	3	100
RESIDENTIAL	4	4	35
STORAGE	1	0	4
DAY CARE	0	3	15
HOME CARE	0	0	0
FOSTER CARE	1	0	16
VACANT	1	1	29
TOTALS	31	21	490

	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
CODE VIOLATIONS	50	74	768
FOLLOW UP INSPECTIONS	14	17	158

FIRE PREVENTION ACTIVITY REPORT FOR YEAR OF: 2012

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
Service Calls to Residents	10	15	9	5	11	7	12	6	10	4,100			4185
Smoke Alarms Installed	4	7	1	5	8	4	6	0	5	110			150
Batteries Installed in Smoke Alarms	6	4	8	11	5	4	10	8	10	154			220
Fire Extinguisher Classes	0	0	0	0	0	1	0	2	3	4			10
School / Daycare Presentations	3	1	2	1	2	3	4	2	4	6			28
Community / Civic Group Presentations	3	1	0	1	3	1	2	3	1	2			17
Station Tours	2	0	5	1	2	3	4	0	3	7			27
Total Participants in Fire & Life Safety Programs	200	50	150	400	500	350	450	400	600	5000			8100
Community / Business Displays	0	0	0	4	1	2	1	1	1	2			12
Child Safety Seat Clinics	0	0	1	0	0	1	0	0	1	0			3
Child Safety Seats Inspected	8	11	7	20	10	6	9	15	5	10			101
Child Safety Seats Distributed	2	4	0	5	0	1	4	2	0	0			18

MONTHLY CITATION REPORT FOR THE MONTH OF: October 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
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				1	66
Walgreens					0
TOTALS	0	0	0	1	68

TRAINING DIVISION PRODUCTIVITY - OCTOBER 2012

Henderson Fire Department

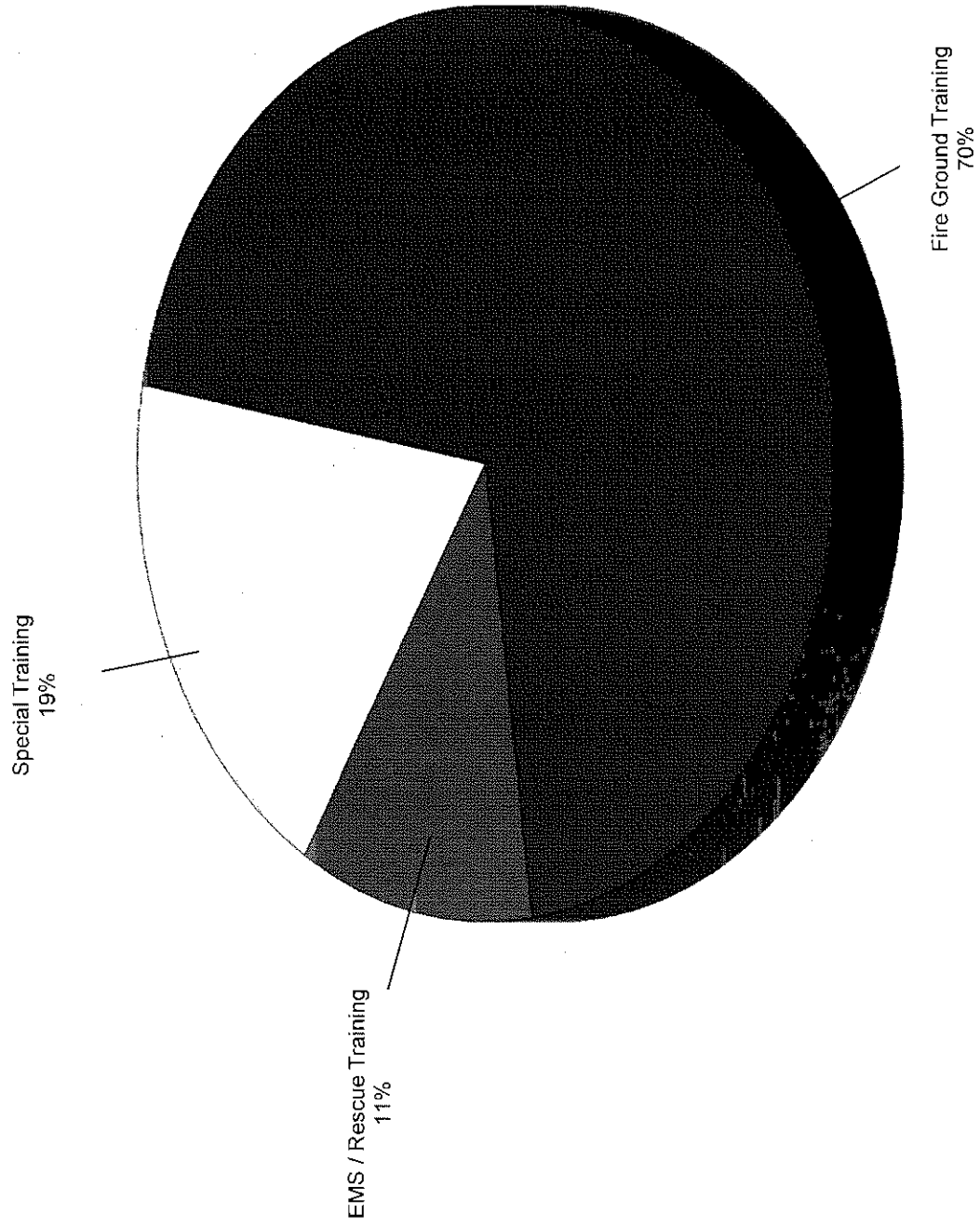
Types of Courses Taught	Course Hours Taught	Man-hours of Training
Fire Ground Training	114	802
EMS / Rescue Training	12	124
Special Training	12	218

Totals	138	1144
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	Course Hours Taught	Man-hours of Training
PREVIOUS MONTH TOTAL	147	1226

YEAR - TO - DATE TOTAL	1550.3	11901.8
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Training Hours by Category - October 2012



Fire Department Regulatory Compliance

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



PROCLAMATION 12-25

PROCLAMATION

City of Henderson, North Carolina

A Purple Heart City



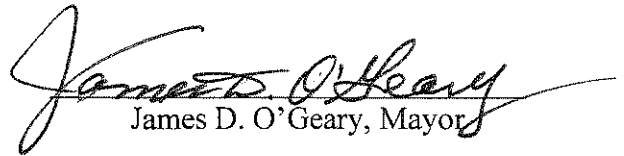
WHEREAS, the citizens of Henderson, North Carolina have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; *and*

WHEREAS, a high price has been paid by veterans for the our freedom by leaving their families and communities and placing themselves in harm's way for the good of all; *and*

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; *and*

WHEREAS, Purple Heart Cities have been established within the states of California, Florida, North Carolina and Wisconsin along with the territory of Puerto Rico.

NOW, THEREFORE, BE IT RESOLVED that I, James D. O'Geary, Mayor of the City of Henderson, North Carolina, proclaim Henderson, North Carolina a *Purple Heart City*, honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.


James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this 26th day of November 2012.


Esther J. McCrackin City Clerk



PROCLAMATION 12-26

PROCLAMATION

A PROCLAMATION of the Mayor and City Council of the
City of Henderson, North Carolina, proclaiming November 11-17, 2012 as the
American Education Week



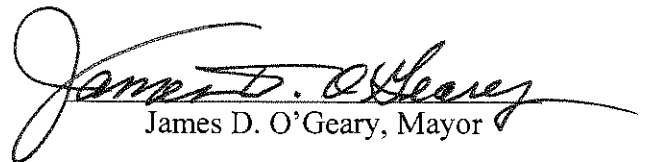
WHEREAS, public education is the backbone of our democracy, providing our children with the tools they need to maintain our nation's precious values of freedom, civility and equality;
and

WHEREAS, by equipping your Americans with both practical skills and broader intellectual abilities, schools give them hope and access to a productive future; *and*

WHEREAS, public education employees, whether substitute educators, higher education faculty and staff, custodians, teachers, bus drivers, clerical workers, food service professionals, skilled trades workers, health and student service workers, security guards, technical employees or librarians, work tirelessly to serve our children and communities with care and professionalism; *and*

WHEREAS, public schools are the foundations of neighborhoods and communities, bringing together adults and children, educators and volunteers, business leaders and elected officials in a common purpose.

NOW, THEREFORE, BE IT RESOLVED that I, James D. O'Geary, Mayor, and City Council of the City of Henderson, North Carolina proclaim November 11-17, 2012, as American Education Week.


James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this 8th day of November 2012.


Esther J. McCrackin City Clerk



PROCLAMATION 12-27

PROCLAMATION

A PROCLAMATION of the Mayor and City Council of the
City of Henderson, North Carolina, proclaiming November 14, 2012 as the
Education Support Professionals Day



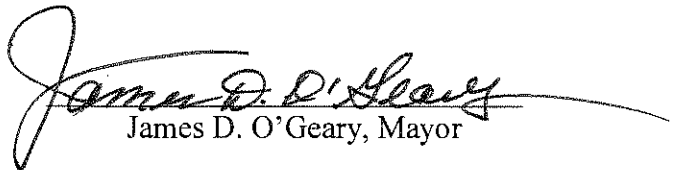
WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility and equality; *and*

WHEREAS, education support professionals are an integral part of the education process; *and*

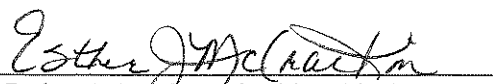
WHEREAS, education support professionals provide a safe and healthy learning environment for students; *and*

WHEREAS, education support professionals work tirelessly to serve our children and communities with care and professionalism.

NOW, THEREFORE, BE IT RESOLVED that I, James D. O'Geary, Mayor, and City Council of the City of Henderson, North Carolina proclaim November 14, 2012, as Education Support Professionals Day and urge all citizens to take time to recognize and acknowledge the importance of education support professionals in the Vance County – City of Henderson school system.


James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this 8th day of November 2012.


Esther J. McCrackin City Clerk



**National Home Care and Hospice Month
BY THE MAYOR OF Henderson NC
A PROCLAMATION**

WHEREAS, home care and hospice services provide for an individual's health and social needs across the continuum of life—compassionate care which serves expectant mothers, infants, children, adults, the disabled and elderly, and also provides love, comfort and support at the end of life; and

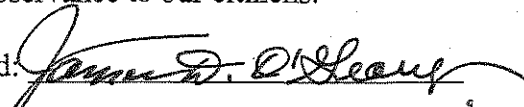
WHEREAS, according to the Association for Home & Hospice Care of North Carolina, home care and hospice agencies provided health and social needs to approximately 400,000 North Carolina citizens last year in their homes; and

WHEREAS, home care and hospice services enable North Carolina's citizens to receive quality health and social services in their own home, surrounded by family and friends; and

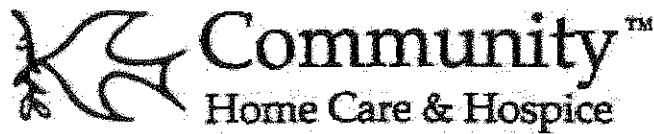
WHEREAS, home care and hospices services strengthen the family bond and support families as they care for their loved ones at home, lessening caregiver burnout and unnecessary placement in more costly institutional settings; and

WHEREAS, home care and hospice services build upon a strong tradition of care and compassion, striving to keep families together while preserving an individual's independence and dignity in the setting of their choice...home;

NOW, THEREFORE, I, James D. "Pete" O'Geary Mayor of Henderson NC, do hereby proclaim November 2012, as "HOME CARE and HOSPICE MONTH" and commend this observance to our citizens.

Signed: 

Date: Nov. 6, 2012



**National Home Care and Hospice Month
BY THE MAYOR OF Henderson NC
A PROCLAMATION**

WHEREAS, home care and hospice services provide for an individual's health and social needs across the continuum of life—compassionate care which serves expectant mothers, infants, children, adults, the disabled and elderly, and also provides love, comfort and support at the end of life; and

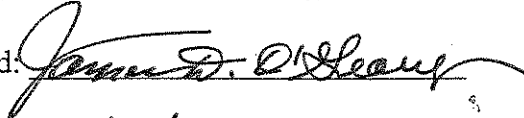
WHEREAS, according to the Association for Home & Hospice Care of North Carolina, home care and hospice agencies provided health and social needs to approximately 100,000 North Carolina citizens last year in their homes; and

WHEREAS, home care and hospice services enable North Carolina's citizens to receive quality health and social services in their own home, surrounded by family and friends; and

WHEREAS, home care and hospices services strengthen the family bond and support families as they care for their loved ones at home, lessening caregiver burnout and unnecessary placement in more costly institutional settings; and

WHEREAS, home care and hospice services build upon a strong tradition of care and compassion, striving to keep families together while preserving an individual's independence and dignity in the setting of their choice...home;

NOW, THEREFORE, I, James D. "Pete" O'Geary Mayor of Henderson NC, do hereby proclaim November 2012, as "HOME CARE and HOSPICE MONTH" and commend this observance to our citizens.

Signed: 

Date: Nov. 6, 2012



PROCLAMATION 12-24

PROCLAMATION

National Domestic Violence Awareness Month

October 2012



WHEREAS, the family is the foundation of a safe and healthy community; *and*

WHEREAS, domestic violence is a pattern of control in a relationship where one person uses intimidation and violence to gain power and control over another; *and*

WHEREAS, domestic violence includes not only physical abuse but also mental abuse, emotional abuse, financial abuse, and isolation; *and*

WHEREAS, domestic violence affects every race, along with all social, religious, ethnic, and geographic groups; *and*

WHEREAS, physical abuse during childhood increases the risk more than two-fold of future victimization; *and*

WHEREAS, one in three Americans have witnessed an incident of domestic violence.

NOW, THEREFORE, in recognition of the impact that domestic violence has on the health and well-being of our community, I, James D. O'Geary, Mayor of the City of Henderson, do hereby proclaim October 2012 as Domestic Violence Awareness Month.

James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this 24th day of October 2012.

Esther J. McCrackin City Clerk



PROCLAMATION 12-26

PROCLAMATION

A PROCLAMATION of the Mayor and City Council of the
City of Henderson, North Carolina, proclaiming November 11-17, 2012 as the
American Education Week



WHEREAS, public education is the backbone of our democracy, providing our children with the tools they need to maintain our nation's precious values of freedom, civility and equality;
and

WHEREAS, by equipping your Americans with both practical skills and broader intellectual abilities, schools give them hope and access to a productive future; *and*

WHEREAS, public education employees, whether substitute educators, higher education faculty and staff, custodians, teachers, bus drivers, clerical workers, food service professionals, skilled trades workers, health and student service workers, security guards, technical employees or librarians, work tirelessly to serve our children and communities with care and professionalism; *and*

WHEREAS, public schools are the foundations of neighborhoods and communities, bringing together adults and children, educators and volunteers, business leaders and elected officials in a common purpose.

NOW, THEREFORE, BE IT RESOLVED that I, James D. O'Geary, Mayor, and City Council of the City of Henderson, North Carolina proclaim November 11-17, 2012, as American Education Week.

James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this 8th day of November 2012.

Esther J. McCrackin City Clerk



PROCLAMATION 12-27

PROCLAMATION

A PROCLAMATION of the Mayor and City Council of the
City of Henderson, North Carolina, proclaiming November 14, 2012 as the
Education Support Professionals Day



WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility and equality; *and*

WHEREAS, education support professionals are an integral part of the education process; *and*

WHEREAS, education support professionals provide a safe and healthy learning environment for students; *and*

WHEREAS, education support professionals work tirelessly to serve our children and communities with care and professionalism.

NOW, THEREFORE, BE IT RESOLVED that I, James D. O'Geary, Mayor, and City Council of the City of Henderson, North Carolina proclaim November 14, 2012, as Education Support Professionals Day and urge all citizens to take time to recognize and acknowledge the importance of education support professionals in the Vance County – City of Henderson school system.

James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this 8th day of November 2012.

Esther J. McCrackin City Clerk



PROCLAMATION 12-28

PROCLAMATION

A PROCLAMATION of the Mayor and City Council of the
City of Henderson, North Carolina, proclaiming
November 4-10, 2012 as
Radiologic Technology Week



WHEREAS, the health of our citizens is a major concern and responsibility of health care professionals serving the citizens of Henderson and Vance County; *and*

WHEREAS, qualified practitioners who specialize in the use of medical radiation and imaging technology to aid in the diagnosis and treatment of disease share a commitment to bring the people of this community a safer, more compassionate environment now and in the future; *and*

WHEREAS, professionals in the radiologic sciences are dedicated to the highest standard of professionalism and continually maintain those standards through education, lifelong learning, credentialing and personal commitment; *and*

WHEREAS, November 4-10, 2012, has been designated National Radiologic Technology Week® to focus on the safe medical radiation environment provided through the skilled and conscientious efforts of radiologic technologists.

NOW, THEREFORE, BE IT RESOLVED that I, James D. O'Geary, Mayor, do hereby proclaim November 4-10, 2012, as *Radiologic Technology Week* in Henderson, North Carolina, and urge all of our citizens to recognize this event and participate in its observance.

James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this 7th day of November 2012.

Esther J. McCrackin City Clerk