



## **AGENDA**

**Henderson City Council Short Regular Meeting  
Monday, 24 June 2013, 6:00 p.m.  
R. G. (Chick) Young, Jr. Council Chambers, Municipal Building  
134 Rose Avenue  
Henderson, North Carolina**

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

Mayor James D. O'Geary, Presiding

Councilmember James C. Kearney, Jr.  
Councilmember Sara M. Coffey  
Councilmember Michael C. 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**

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

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

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

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

## **VI. APPROVAL OF MINUTES**

- a)* 10 June 2013 Regular Meeting [*See Notebook Tab 1*]
- b)* 11 June 2013 Budget Work Session #5

## **VII. PRESENTATIONS/RECOGNITIONS**

## **VIII. PUBLIC COMMENT ON AGENDA ITEMS**

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

## **IX. OLD BUSINESS**

- a)* Consideration of Approval of 1) Ordinance 13-03, Demolition of 301 Charles Street; 2) Ordinance 13-04, Demolition of 309 Charles Street; 3) Ordinance 13-05, Demolition of 315 Charles Street; and 4) Ordinance 13-06, Demolition of 318 Rowland Street. (*CAF 13-09-A*) [*See Notebook Tab 2*]
  - Ordinance 13-03
  - Ordinance 13-04
  - Ordinance 13-05
  - Ordinance 13-06

## **X. NEW BUSINESS**

- a)* Consideration of Approval of 1) Ordinance 13-38, An Ordinance Amending Chapter 12, Fire Prevention of the Henderson City Code to Provide for a Fee for State Mandated Fire Inspections; and 2) Ordinance 13-19, Approval of the FY13-14 Annual Operating Budget, Establishing the 2013 Ad Valorem Property Tax Rate and Approving the Annual Fee Schedule. (*CAF 13-B-40*) [*See Notebook Tab 3*]
  - Ordinance 13-38
  - Ordinance 13-19
- b)* Consideration of Approval of Ordinance 13-35, FY13 Budget Amendment #39, Annual Year Ending Reconciliation Ordinance. (*CAF 13-36*) [*See Notebook Tab 4*]
  - Resolution 13-35

c) Consideration of Approval of 1) Resolution 13-51, Authorizing the Mayor to Execute an Agreement with ECS Carolinas, LLP to Perform Construction Materials Testing Services Relative to Planning and Design for Improvements at the Henderson Water Reclamation Facility, and 2) Ordinance 13-37, FY 2012-2013 Budget Amendment #40, An Amendment to the CIP Sewer Fund for Post-Bid Estimates. (CAF 13-74) [See Notebook Tab 5]

- Resolution 13-51
- Ordinance 13-37

d) Consideration of Approval of Ordinance 13-39, FY13 Budget Amendment #41, Budgeting Proceeds of Lease Purchase Financing Agreement with SunTrust Equipment Finance & Leasing Corporation. (CAF 13-75) [See Notebook Tab 6]

- Resolution 13-51

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

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

## **XII. WORK SESSION**

a) One Stop Permitting Performance Improvement Team Presentation [No materials]

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

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

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

### **XIII.REPORTS**

- a) Mayor/Mayor Pro-Tem
- b) City Manager
  - i. Surplus Property Declaration [*See Notebook Tab 7*]
- c) City Attorney
- d) City Clerk
  - i. Calendar Update [*See Notebook Tab 8*]
  - ii. E-911 Report

### **XIV. CLOSED SESSION**

- a) Pursuant to G.S.§143-318.11 (a)(4) regarding Attorney/Client Privilege

### **X. ADJOURNMENT**

**City Council Minutes**  
**Regular Meeting - DRAFT**  
**10 June 2013**

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**PRESENT**

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

**ABSENT**

None.

**STAFF PRESENT**

City Manager Ray Griffin, City Attorney John Zollicoffer, Jr., City Clerk Esther J. McCrackin, Assistant City Manager Frank Frazier, Finance Director Katherine C. Brafford, Planning & Community Development Director Erris Dunston, Code Compliance Director Corey Williams, Fire Chief Danny Wilkerson, Interim Police Chief Marcus Barrow, Main Street Coordinator Pam Hester, Youth Services Director Donna Stearns, and Recreation Center Director Crystal Allen.

**CALL TO ORDER**

The 10 June 2013 Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

**ROLL CALL**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

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

Mayor O'Geary welcomed all and said it was good to see citizens in attendance.

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

Mayor O'Geary asked if there were any adjustments to the Agenda. There were no adjustments so Mayor O'Geary asked for the pleasure of Council. Council Member Rainey moved to accept the Agenda as presented. Motion seconded by Council Member Daye and unanimously approved.

## **APPROVAL OF MINUTES**

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Peace-Jenkins moved the approval of the 13 May Regular Meeting, 20 May Special Called Meeting; 23 May Budget Work Session #1, 28 May Budget Work Session #2, 30 May Budget Work Session #3 and 4 June Budget Work Session #4 minutes as presented. Motion seconded by Council Member Daeke and unanimously approved.

## **PUBLIC HEARING**

### **FY14 Budget**

Before beginning the Public Hearing, Mayor O'Geary reviewed the guidelines for all public hearings.

City Manager Griffin reviewed the budget process and gave a summary of the consensus budget as follows:

- 64: Regional Water Fund
  - Recommended 5% water rate increase was eliminated.
    - Elimination of clear-well capital repair project and painting/coating of interior pipes in water plant.
- 31: Sewer Fund
  - Recommended 2.5% sewer rate increase was reduced to 1%.
    - Elimination of Public Utilities Director position (1/2 of costs)
- 30: Water Fund
  - Recommended 8% water rate increase was eliminated.
    - Elimination of Public Utilities Director position (1/2 of costs) and reduction in contingency. 5% of increase reduced by virtue of not increasing the Regional Water rate.
- 10: General Fund
  - Recommended property tax increase of 8.3 cents was reduced to 3 cents
  - Sanitation fee increase of 50 cents was increased to \$1.50 from (\$27.00 to \$28.50)
  - Fund balance was increased from zero to \$164,300.
  - New Fire Inspection Fees, based on square footage and estimated to average between \$55 and \$120, was added to budget.

- Planning and Zoning Fees increased on average of \$100: zoning, variance, special use, etc.
- \$503,300 in expenditure reductions in many budget departments.

A copy of the PowerPoint presentation is incorporated by reference and hereby made part of these minutes. (*See Attachment A*)

(*Clerk's Note: Council Member Kearney arrived at 6:07 p.m.*)

Council Member Rainey complimented City Manager Griffin for his budget work. He particularly appreciated the portion of the PowerPoint presentation when Mr. Griffin explained all income from water sales has to stay in the water fund. Mr. Rainey said he hoped the newspaper would print this information so citizens would understand the process.

There were no other comments so Mayor O'Geary opened the Public Hearing by asking if anyone was present who wished to speak regarding the FY14 Budget.

**Mr. Sam Watkins, 2106 Woodland Drive** Mr. Watkins recognized people and businesses are all struggling and he asked the prudence prevail as Council searches to find ways to encourage growth. Mr. Watkins said he is not opposed to taxes but would like them used appropriately. He said the City has a 12 million dollar library and soon will have an 8 million dollar performing arts center and he felt a downtown coordinator to assist with growth of downtown is important.

**Mr. David Thomas, 305 Sydney Hill** Mr. Thomas addressed Council as the City's Airport Authority representative. He thanked Council for its support and said work is expected to begin mid-July to extend the runway 500 feet with work also being done on the overrun and lighting of the runway.

Council Member Rainey asked how this would benefit the area. Mr. Thomas responded planes will now be able to take off with a full load of fuel, and larger planes will be able to land at the airport. He went on to say the airport currently supports military traffic, prisoner flights from California and business travel for companies in Henderson and Oxford.

**Mr. Jason Stewardson, 128 South Chestnut Street** Mr. Stewardson addressed Council representing the Henderson-Vance Downtown Development Commission (DDC). He said he understood the difficulties facing Council regarding the budget. He said since Ms. Pam Hester was hired last year as Main Street Coordinator the DDC has been brought back into compliance. He felt the full time position is necessary and encouraged Council to retain the position. He added four (4) new businesses are poised to open; reminded Council of the Hope VI completion and asked Council to take all of this into consideration as they continue with the budget process. Mr. Stewardson reminded Council the Hope VI project, which rehabilitated buildings into apartments, contributed to the tax base saying in 2009 the taxes for one building were \$820 and in 2013 the same building paid taxes of \$4,700.

**Mr. Phil Hart, 16 Burke Drive** Mr. Hart is the incoming chairman for the Henderson-Vance Downtown Development Commission (DDC). He read a prepared speech which shared the plans of the DDC for the coming year. The plans included four goals: 1) hearing ideas from

downtown merchants; 2) promoting all areas of downtown, expanding events for Halloween, Christmas and New Year's celebrations and fundraising ideas such as bringing back the Miss Henderson pageant and Little Miss Henderson; 3) partnering with local groups and merchants for additional cleanup work downtown, establishing guidelines for outdoor business signs and installing new hardware on the new power poles; and 4) economic restructuring by finding ways to improve existing businesses and use of old structures. He stressed all these services are free but required a full-time Main Street Manager.

**Mr. Stuart Litvin, 935 South Chestnut** Mr. Litvin, as a professional certified community developer, asked Council to look at the Main Street Coordinator/DDC as an investment rather than an expense.

When no one else indicated a desire to address Council, Mayor O'Geary closed the Public Hearing and called for a ten (10) minute recess.

After approximately five (5) minutes, Mayor O'Geary called the recessed meeting to order and asked the Clerk to read the next Public Hearing issue.

**Amending the Zoning Map to Change Vance County Tax Map 0221, Block 04, Lot 002 from R20 (Low Density Residential) and R15 (Moderate to Low Density Residential) Zoning Districts to RA (Residential and Agricultural) Zoning District Located in the ETJ off Brodie Road 5.00 +/- Acres. (Reference: CAF 13-71; Ordinance 13-32)**

City Manager Griffin asked Planning and Community Development Director Erris Dunston to come forward. Ms. Dunston said Vance County requested this zoning amendment for a proposed animal shelter. She said one of the allowed uses in a RA district is kennels. This petition was reviewed and unanimously approved by the Planning Board.

Council Member Daeke asked where the plans placed the entrance and if Julia Avenue residents had been notified. Ms. Dunston responded all adjacent property owners were notified and property postings, along with newspaper notices were placed as required. Ms. Dunston added access from Brodie Road is anticipated.

City Attorney John Zollicoffer, Jr., shared the City cannot bind the County to a Brodie Road access.

Council Member Kearney asked about the setbacks. Ms. Dunston said 10' on the sides and 30' front and back are required.

There was no further discussion so Mayor O'Geary asked if anyone present wished to speak in favor of this amendment.

**Attorney Jonathan Care, 1009 West Montgomery** Representing Vance County, Attorney Care, thanked Council for its consideration of this request. He said there was no opposition from the Planning Board and went on to say it is currently the intention to create an access from Brodie Road but added the plans are still being developed. He said the County is required to provide an animal shelter and it would like to build a new shelter on this property. Attorney Care said this is good use of the property and it fits the surrounding area.

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

City Attorney Zollicoffer, Jr., reminded Council that any zoning change affects to entire zone and Council needs to consider all possible uses when making a change.

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

Council Member Rainey moved the approval of Ordinance 13-32, *Amending the Zoning Map to Change Vance County Tax Map 0221, Block 04, Lot 002 from R20 (Low Density Residential) and R15 (Moderate to Low Density Residential) Zoning Districts to RA (Residential and Agricultural) Zoning District Located in the ETJ off Brodie Road 5.00 +/- Acres.* Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Brown and Daye. NO: None. ABSTAIN: None. ABSENT: None. (See Ordinance Book 8, p.583)

**Amending the Zoning Map to Change Vance County Tax Map 0012, Block 01, Lot 027 from I2 (Industrial Non-Park) District to B2 (Highway Commercial) Zoning District Located in the City at 903 S. Beckford Drive, 0.84 +/- Acres.** (Reference: CAF 13-72; Ordinance 13-33)

City Manager Griffin asked Planning and Community Development Director Erris Dunston to summarize this amendment. Ms. Dunston said this request came to the Planning Board from CA Moloir, LLC to rezone the property on the corner of Dabney Drive and S. Beckford Drive which would allow for more commercial business. She said the amendment conforms to the land use plan and reduces setbacks to provide for other uses. Ms. Dunston said this amendment has been property noticed.

Council Member Daeke asked if proper setbacks are met. Ms. Dunston responded yes.

There was no further discussion. Mayor O'Geary then asked if anyone present wished to speak in favor of this amendment.

**Mr. Stuart Litvin, 935 South Chestnut Street** As Director of the Henderson Vance Economic Development Commission, Mr. Litvin asked Council to support this amendment change and then introduced a representative from CA Moloir, LLC., Mr. Austin Williams.

**Mr. Austin Williams, 8480 Honeycutt Road, Raleigh** Mr. Williams told Council CA Moloir, LLC has purchased 23 Blockbuster facilities, which is downsizing its holdings. The plan is to lease 2/3 of the property on Beckford Drive to a regional urgent care facility. He added the company plans to repair the parking lot and building with work beginning shortly.

No other citizen addressed Council so Mayor O'Geary then asked if anyone was present who wished to speak in opposition to this amendment. No one came forward.

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

City Attorney Zollicoffer, Jr., again reminded Council that any zoning change affects to entire zone and Council needs to consider all possible uses when making a change.

Council Member Daeke moved the approval of Ordinance 13-33, *Amending the Zoning Map to Change Vance County Tax Map 0012, Block 01, Lot 027 from I2 (Industrial Non-Park) District to B2 (Highway Commercial) Zoning District Located in the City at 903 S. Beckford Drive, 0.84 +/- Acres*. Motion seconded by Council Member Coffey and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Brown, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: None. (See Ordinance Book 8, p.585)

**Amending the Table of Permitted Uses – Section 310 A.14.11 – Gas Sales of the Zoning Ordinance to Include Oil Changes, Tire Repair and Inspections as a Permitted Use in the I2 (Industrial Non-Park), B2 (Highway Commercial), B2A (Highway Commercial Along the Interstate) and B4 (Neighborhood Business) Zoning Districts and by Special Use Permit in the B1 (Central Business) District.** (Reference: CAF 13-73; Ordinance 13-34)

The City Manager asked Planning and Community Development Director Dunston to summarize this amendment. Ms. Dunston said this is a change in permitted uses for car maintenance. No major repairs would occur with this change and said downtown is protected as the changes would be by special permit only. She said this amendment has been properly noticed.

Council Member Daeke asked for a description of the B1 area. Ms. Dunston said from Andrews to Spring to Chestnut and back, and Winder to Zene to Montgomery.

Council Member Coffey asked if this change affected a recent request rejected by the Planning Board. Ms. Dunston said a special use permit would need to be requested and properly processed through the Board of Adjustment.

City Attorney Zollicoffer, Jr., summarized the request saying this is for work normally performed at gas stations.

Mayor O'Geary then asked if anyone present 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 this amendment. No one came forward.

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

Council Member Peace-Jenkins moved the approval of Ordinance 13-34, *Amending the Table of Permitted Uses – Section 310 A.14.11 – Gas Sales of the Zoning Ordinance to Include Oil Changes, Tire Repair and Inspections as a Permitted Use in the I2 (Industrial Non-Park), B2 (Highway Commercial), B2A (Highway Commercial Along the Interstate) and B4 (Neighborhood Business) Zoning Districts and by Special use Permit in the B1 (Central Business) District*. Motion seconded by Council Member Coffey, and APPROVED by the following vote: YES: Inscoe, Rainey, Peace-Jenkins, Daeke, Brown, Daye, Kearney and Coffey. NO: None. ABSTAIN: None. ABSENT: None. (See Ordinance Book 8, p.587)

*(Clerk's Note: Council Member Rainey left the meeting at 6:57 p.m. and returned at 7:04 p.m.)*

## **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**

**Accepting the CDBG Talent Enhancement Capacity Building Grant and Establishing the Budget for the Above Mentioned Grant in the Amount of \$50,000.** *(Reference: CAF 13-63; Resolution 13-45, Ordinance 13-30)*

City Manager Griffin began the discussion by reminding Council of prior budget discussions regarding this grant and whether or not the grant could be administered in-house, and/or contracted out. He said both Ms. Dunston and he have spoken with a State representative and Mr. Charlie Thompson, the State's administrator for the grant program, advised the City may use the money to supplant an existing employee's salary for the first year, to pay for training and travel expenses as well as expenses associated with developing a neighborhood plan. If accepted, the City will develop an in-house plan as these services cannot be contracted out.

Ms. Dunston added the grant requires hiring a person for FY14 and said \$25,000 would come from staff salary (hers) and \$10,000 would come from the grant for training and \$5,000 for planning work.

Council Member Peace-Jenkins asked if Ms. Dunston would do the grant writing. Ms. Dunston responded yes.

City Manager Griffin noted an error in CAF 13-63 where Spell Check inserted the word *supplement* in place of the word *supplant* in the third paragraph on page 2. Mr. Griffin added Mr. Thompson has provided Ms. Dunston with verbal acceptance of the City's grant application.

*(Clerk's note: This error in the CAF has been corrected for the record, reprinted and the corrected copy placed in the Agenda Package)*

Mr. Griffin added \$25,000 from Ms. Dunston's salary/wages may be used for the Flint Hill plans so as to have adequate reserves for the planning and not create a budget gap for next year when the grant ends. There was consensus of Council to do this.

Mayor O'Geary asked for the pleasure of Council.

Council Member Kearney moved the approval of Resolution 13-45, *Accepting the CDBG Talent Enhancement Capacity Building Grant* and Ordinance 13-30, FY13, BA #38, *Establishing the Budget for the Above Mentioned Grant in the Amount of \$50,000*. Motion seconded by Council Member Daye and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Brown, Daye, Kearney, Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: None. *(See Resolution Book 3, p. 191; Ordinance Book 8, p. 579)*

**Requesting the County of Vance to Consider Amending its Tax Collections' Policies as it Relates to Delinquent Taxes.** (Reference: CAF 13-70; Resolution 13-50)

City Manager Griffin said in response to Council's recent directive, this is a request to the County to improve its current policy of collecting back taxes alphabetically to collecting back taxes by year. The Resolution also suggests hiring a staff attorney to expedite foreclosures.

Council Member Coffey asked if an acceptable percentage could be added. Mr. Griffin responded the Resolution could be restructured but added the current collection rate is approximately 93.68% and thought with the new tax/tag process for motor vehicle registration the collection rate would improve to possibly 95% within the next year or so.

Mayor O'Geary said he thought the County Tax Collector was doing an excellent job and Council Member Kearney added he thought the target was to collect the oldest taxes first.

There was a brief discussion and City Manager Griffin asked Finance Director Kathy Brafford to see if she could obtain the amount of delinquent taxes for 2012 to bring back to Council.

Council Member Coffey asked if there is a list of public officials owing taxes. Mr. Griffin said there is no list legally required.

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

Council Member Daeke moved the approval of Resolution 13-50, *Requesting the County of Vance to Consider Amending its Tax Collections' Policies as it Relates to Delinquent Taxes*. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Peace-Jenkins, Daeke, Brown, Daye, Kearney, Coffey, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: None. (See Resolution Book 3, p. 201)

**Providing for the Disposition of Certain Jointly Held Property by the City and County Otherwise Identified or Located at 601 East Avenue, Vance County Tax Parcel 0079-04002.** (Reference: CAF 13-67; Resolution 13-47)

City Manager Griffin asked Code Compliance Director Corey Williams to explain this request. Mr. Williams said the County has been approached by an individual who would like to purchase this property. He said the property is valued at \$14,664 and \$2,170 is owed in taxes. In order for the County to continue with the bidding process, the City needs to declare the property surplus.

Council Member Kearney asked what the purchaser planned to do with the property. Mr. Williams responded he did not know.

City Attorney Zollicoffer, Jr. said he would draw up the appropriate deed if Council approved this action.

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

Council Member Rainey moved the approval of Resolution 13-47, *Providing for the Disposition of Certain Jointly Held Property by the City and County Otherwise Identified or Located at 601*

*East Avenue, Vance County Tax Parcel 0079-04002. Motion seconded by Council Member Peace-Jenkins and APPROVED by the following vote: YES: Daeke, Brown, Daye, Kearney, Coffey, Inscoe, Rainey and Peace-Jenkins. NO: None. ABSTAIN: None. ABSENT: None. (See Resolution Book 3, p. 195)*

**Authorizing Remaining Funds to be Used in Conjunction with the Sanitary Sewer Replacement Project with H. G. Reynolds Company, Inc..** *(Reference: CAF 13-68; Resolution 13-48)*

City Manager Griffin asked Assistant City Manager Frank Frazier to present this item to Council. Mr. Frazier reminded Council that this project has replaced many sewer mains and currently there are dollars left from the contract along with contingency dollars which he suggests using to complete other streets. If approved, Mr. Frazier will begin discussion with the contractor to formally decide which streets. Mr. Frazier said he would like to use the funds not knowing what changes will occur with the State's FY14 budget.

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

Council Member Daeke moved the approval of Resolution 13-48, *Authorizing Remaining Funds to be Used in Conjunction with the Sanitary Sewer Replacement Project with H. G. Reynolds Company, Inc.* Motion seconded by Council Member Daye and APPROVED by the following vote: YES: Brown, Daye, Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins and Daeke. NO: None. ABSTAIN: None. ABSENT: None. *(See Resolution Book 3, p. 197)*

City Manager Griffin took a moment at this time to thank Mr. Frazier and the Public Services Department staff for their excellent work during the rain storm this past Friday and Saturday. He said these individuals are unsung heroes because without their good work, roads would have been impassable.

**Approving the Submission of a Letter of Support to the Triangle North Board of Directors Encouraging More Aggressive Marketing Tactics be Utilized for the Triangle North Industrial Parks.** *(Reference: CAF 13-62; Resolution 13-44)*

City Manager Griffin said this letter of support does not commit Council to any specific obligations.

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

Council Member Kearney moved the approval of Resolution 13-44, *Approving the Submission of a Letter of Support to the Triangle North Board of Directors Encouraging More Aggressive Marketing Tactics be Utilized for the Triangle North Industrial Parks.* Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Daye, Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Brown. NO: None. ABSTAIN: None. ABSENT: None. *(See Resolution Book 3, pp.189)*

**CONSENT AGENDA**

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

**Grant Application for Funding Through the U.S. Department of Justice BJA Justice Assistance Grant Program for 2013.** (Reference: CAF 13-69; Resolution 13-49) This is an application to fund/replace at least two (2) new In-Car Mobile Camera Audio/Video Recorders for the police department. (See Resolution Book 3, p. 199)

**Declaring that Kerr Lake Water Levels Have Improved and the Voluntary Conservation Measures are no Longer Required in Accordance with Chapter 15B of the Water Shortage Response Ordinance.** (Reference: CAF 13-66; Resolution 13-46) This removes the water conservation measures as the water levels are currently sufficient. (See Resolution Book 3, p. 193)

**Tax Releases and Refunds from Vance County for the Month of April 2013.** (Reference: CAF 13-64). The Finance Director reviewed the tax releases and refunds and found them to be in order. (See below)

April 2013 Tax Releases			
Name	Reason	Tax Ye:	Amount
<b>Real &amp; Personal Property Releases</b>			
Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2003	\$ 6.59
Crews, William Thomas	Taxes Lost to Foreclosure	2003	\$ 18.61
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2003	\$ 167.60
Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2004	\$ 6.91
Crews, William Thomas	Taxes Lost to Foreclosure	2004	\$ 19.52
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2004	\$ 14.53
Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2005	\$ 7.24
Crews, William Thomas	Taxes Lost to Foreclosure	2005	\$ 20.44
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2005	\$ 95.21

Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2006	\$ 7.24
Crews, William Thomas	Taxes Lost to Foreclosure	2006	\$ 20.44
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2006	\$ 15.21
Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2007	\$ 7.24
Crews, William Thomas	Taxes Lost to Foreclosure	2007	\$ 20.44
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2007	\$ 15.21
Evans, Correll G Est	Taxes Lost to Foreclosure	2007	\$ 21.78
Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2008	\$ 7.91
Crews, William Thomas	Taxes Lost to Foreclosure	2008	\$ 22.43
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2008	\$ 18.65
Evans, Correll G Est	Taxes Lost to Foreclosure	2008	\$ 32.21
Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2009	\$ 8.19
Crews, William Thomas	Taxes Lost to Foreclosure	2009	\$ 23.22
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2009	\$ 19.31
Evans, Correll G Est	Taxes Lost to Foreclosure	2009	\$ 33.35
Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2010	\$ 8.19
Crews, William Thomas	Taxes Lost to Foreclosure	2010	\$ 23.22
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2010	\$ 19.31
Evans, Correll G Est	Taxes Lost to Foreclosure	2010	\$ 33.35
Allen, Jerry W	Pro-Rate	2011	\$ (34.78)
Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2011	\$ 8.21
Crews, William Thomas	Taxes Lost to Foreclosure	2011	\$ 23.21
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2011	\$ 19.28
Evans, Correll G Est	Taxes Lost to Foreclosure	2011	\$ 33.35
Sneed, Mary	Pers. Prop.Billed in Error	2011	\$ 34.78
Branch Exterminating	Pers. Prop.Billed in Error	2012	\$ 1,524.49
Carter, A T Est & Clark J W	Taxes Lost to Foreclosure	2012	\$ 8.21
Crews, William Thomas	Taxes Lost to Foreclosure	2012	\$ 23.21
Davis, Hallie Heirs	Taxes Lost to Foreclosure	2012	\$ 19.28
Evans, Correll G Est	Taxes Lost to Foreclosure	2012	\$ 33.35
Nevils, Ralph T III	Pers. Prop.Billed in Error	2012	\$ 16.09
Pena, Amada Morales	Double Billed	2012	\$ 31.62
Redevelopment Commission	Government	2012	\$ 1,173.49
Sneed, Mary	Pers. Prop.Billed in Error	2012	\$ 31.62
Vance County Pupil Transp.	Government	2012	\$ 64.17
Wheeler, Henry Lee Jr.	Pers. Prop.Billed in Error	2012	\$ 31.36
<b>Total R&amp;P Prop. Releases</b>			<b>\$ 3,754.49</b>

<b>Real &amp; Personal Property</b>			
<b>Refunds</b>			
Rogers, John C	Real Prop. Billed in Error	2008	\$ 161.65
Rogers, John C	Real Prop. Billed in Error	2009	\$ 167.37
Rogers, John C	Real Prop. Billed in Error	2010	\$ 167.37
Rogers, John C	Real Prop. Billed in Error	2011	\$ 167.38
Rogers, John C	Real Prop. Billed in Error	2012	\$ 167.38
<b>Total R&amp;P Prop. Refunds</b>			<b>\$ 831.15</b>
<b>Total R&amp;P Prop. Rel. &amp; Refunds</b>			<b>\$ 4,585.64</b>
<b>Registered Vehicle Releases</b>			
Allen, James Wesley Jr.	Pro-Rate	2011	\$ 1.51
Person, Torrey Terrence	Pro-Rate	2011	\$ 3.47
Wilson, Jacquetta Marie	Pro-Rate	2011	\$ 11.85
Belgrave, Gerard John	Correct Value	2012	\$ 15.97
Bryant, Alice Faye	Pro-Rate	2012	\$ 2.21
Canfield, Joseph Robert	Correct	2012	\$ 6.57
Dickerson, Linwood Ray	Pro-Rate	2012	\$ 5.79
Dunston, Makecia Rachelle	Pro-Rate	2012	\$ 1.89
ETC of Henderson, Inc.	Correct Value	2012	\$ 12.12
Faulkner, Roy Hurst	Pro-Rate	2012	\$ 0.15
Fields, Beatrice Helen	Pro-Rate	2012	\$ 24.46
Green-Bello Carlyne	Pro-Rate	2012	\$ 13.89
Hanks, Sandra Nelson	Pro-Rate	2012	\$ 27.65
Henderson Family YWCA	Charitable All O	2012	\$ 109.45
James, Thomas Paul	Correct Value	2012	\$ 6.14
Kerr Area Transportation Auth	Charitable All O	2012	\$ 390.25
Lemay Tashon Nakia	Pro-Rate	2012	\$ 7.15
Marrow, Chiquita Marie	Pro-Rate	2012	\$ 7.26
Morgan, William Joshua	Correct Value	2012	\$ 94.17
Person, Torrey Terrence	Pro-Rate	2012	\$ 18.02
Pettaway, Bryan Oneal	Military Non Resident	2012	\$ 144.78
Soto, Irma Santiago	Correct Situs	2012	\$ 30.83
Teeter, Charles Lavette, Jr.	Transfer Out	2012	\$ 108.32
Tillman, Richard Gary	Pro-Rate	2012	\$ 65.81
Townes, Vernon Lee	Transfer Out	2012	\$ 130.33

Troutman, William Marlin	Transfer Out	2012	\$ 72.54
Vallejo, Joel Gerrado	Pro-Rate	2012	\$ 6.55
Vann, Michael Dale	Correct Value	2012	\$ 115.53
Variety Wholesale Inc.	Pro-Rate	2012	\$ 161.14
Walton, Charles Edward	Correct Situs	2012	\$ 153.73
Yarborough, Martin Antonio	Pro-Rate	2012	\$ 2.55
<b>Total Releases</b>			<b>\$ 1,752.08</b>
<b>Registered Vehicle</b>			
<b>Refunds</b>			
Eaton, Jonah Marshall	Pro-Rate	2012	\$ 9.13
Hargrove, Darrica Jean	Pro-Rate	2012	\$ 15.64
Hargrove, John III	Pro-Rate	2012	\$ 2.94
Holt, Karen Edwards	Pro-Rate	2012	\$ 1.40
Jefferson, Tiffany	Pro-Rate	2012	\$ 8.88
M R Williams	Pro-Rate	2012	\$ 66.50
Neal, Demarcus Jerron	Pro-Rate	2012	\$ 17.76
Townes, Lawanda Renee	Reg. Veh. Billed In Error	2012	\$ 92.19
Vallejo, Joel Gerrado	Pro-Rate	2012	\$ 6.74
Vick, Frederick Earl J.	Pro-Rate	2012	\$ 3.64
Wardrett, Brenda Faye	Pro-Rate	2012	\$ 15.28
West, Kristen Leigh	Pro-Rate	2012	\$ 7.92
Williams, Alfreda	Pro-Rate	2012	\$ 11.56
<b>Total Reg Veh Refunds</b>			<b>\$ 259.58</b>
<b>Total Reg Veh Releases</b>			
<b>&amp; Refunds</b>			<b>\$ 2,011.66</b>
<b>Total All Releases &amp; Refunds</b>			<b>\$ 6,597.30</b>

Mayor O'Geary asked if anyone wished to remove an item from the Consent Agenda. There were no requests. Mayor O'Geary asked for a motion to approve the consent Agenda

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

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

City Clerk McCrackin advised no citizen wished to address City Council.

#### **REPORTS**

- a) Mayor/Mayor Pro-Tem (No Report)
- b) City Manager

Mr. Griffin said Mr. Gill did an excellent job in preparing a packet of information regarding the School Superintendent's request for school staff to use the Aycok Center. Although Mr. Gill

has still not received the requested information, and as school employees are State employees, Mr. Griffin said Council could choose to grant school employees free access to Aycock Center, or carry the issue forward to the next regular Council meeting.

Council Member Kearney addressed the financial impact and suggested a twelve month trial period which would give Mr. Gill time to gather data.

Council Member Coffey felt there would not be a “flood” of school staff using the facility and Council Member Daeke agreed that the request should be reviewed in June of 2014.

Motion was made by Council Member Kearney to allow Vance County School Employees use of the Aycock Center with a data review in June 2014. Motion was seconded by Council Member Coffey and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Brown, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: None.

c) City Attorney (No Report)

d) City Clerk (No Report)

Council Member Daye brought up an issue regarding a fallen tree. Mr. Griffin asked Mr. Daye to give the details to Assistant City Manager Frazier following the meeting.

Council Member Kearney asked if the issue of street lights should be discussed this evening or at the next Work Session saying he knows of several areas that he would like to have better lit to help combat crime. Mr. Griffin said it would be best discussed at the next Work Session.

Council Member Daeke said the Ducky Derby date has been set for 21 September.

With no further discussion, Mayor O’Geary asked if Council was prepared to adjourn.

## **ADJOURNMENT**

Council Member Rainey moved for adjournment. Motion seconded by Council Member Daye, and was unanimously approved. The meeting adjourned 7:32 p.m.

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James D. O’Geary  
Mayor

**ATTEST:**

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Esther J. McCrackin  
City Clerk



**City Council Minutes**  
**Henderson City Council Budget Work Session #5 - DRAFT**  
**11 June 2013**

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**PRESENT**

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

**ABSENT**

None.

**STAFF PRESENT**

City Manager Ray Griffin, Assistant City Manager, Frank Frazier, City Clerk Esther J. McCrackin, Finance Director Katherine Brafford, Engineering Director Peter Sokalski, Planning and Community Development Director Erris Dunston, Human Resources Director Cathy Brown and Youth Services Director Donna Stearns.

**CALL TO ORDER**

The 11 June 2013 Henderson City Council Budget Work Session #5 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.

**OPENING REMARKS**

Mayor O'Geary welcomed everyone to this work session.

## **CAR PARK ITEMS**

City Manager Griffin distributed a chart showing property tax levies from 2003 to 2012. This is part of the information requested by Council during the 10 June meeting (from page 120 from the 2012 Audit). Mr. Griffin said Finance Director Kathy Brafford has requested more current data which will be distributed once the information is received from the County Tax Department.

Mr. Griffin said Council Member Daeke called earlier today and asked Mr. Griffin share with Council he has a prior speaking engagement this evening at the Optimist Club and once that concludes, he will join this meeting. Mr. Griffin added Mr. Daeke wished Council to know it is his desire to restore funds for the DDC.

## **GENERAL FUND DISCUSSION**

City Manager Griffin began this discussion by summarizing where Council left off with the acceptance of the spreadsheet as a draft consensus of the budget which removed \$503,300 from the proposed budget and made changes to some of the revenue. Council wanted to hold off on making any further changes until citizens had an opportunity to offer input during the 10 June Budget Hearing. At this time he turned the meeting back to the Mayor and Council for discussion regarding the General Fund.

Council Member Coffey summarized the Budget Hearing meeting by saying there certainly was no input from citizens.

Council Member Kearney added the input supported the DDC. He said the other issue outstanding was the \$20,000 for post season play with the Recreation Department. Mr. Kearney added Council Member Brown is passionate about including that amount in the budget. He said he would like to see Council find a way to reinstate both into the budget and reminded Council of his suggestion to raise property taxes by 4 cents. He also understood there are other options to obtain this goal.

Council Member Brown asked how much a ½ cent increase would bring. Mr. Griffin responded approximately \$44,500. Mr. Griffin added the gap is \$73,400.

Council Member Coffey asked what the \$10,000 for contributions in the DDC budget is used for. Ms. Dunston responded it is used for items such as having Christmas lights installed, promoting events, and website work. Ms. Coffey asked if anyone has asked the County to contribute more since they benefit from this also. Ms. Dunston said she is unaware of any formal request.

Council Member Incoe asked for further clarification regarding the operations costs. Mr. Griffin said it included items such as \$300 for telephone; \$100 for internet data services; \$1,200 for utilities (lighting the mural); \$500 for travel and schools; \$400 for liability; \$500 for supplies;

\$200 for maintenance; \$300 for dues and subscriptions; \$100 for public officials liability and \$700 for workers comp. Ms. Coffey asked about equipment repair. Ms. Dunston responded it is for things like replacing Christmas lights.

Council Member Inscoe had a comment about the DDC saying for a successful downtown, he felt the downtown merchants really need to be involved and there should be a merchant membership fee. He felt they should pay for part of what the City now provides. He did not see value in lighting the mural and felt the \$1,200 could be cut from the budget. Ms. Dunston said the mural on Montgomery Street is the only one lit at night and believes it was first lit in the 1980's. She added the DDC has had discussions regarding re-doing the murals as they need to be refreshed. Council Member Coffey asked if Thomas's Appliance pays for any of the lighting costs since it is on the side of their building. Ms. Dunston responded no and Mr. Griffin added it is a downtown initiative of public art. Mr. Griffin said it is up to Council whether they wish to continue to light the mural. Mayor O'Geary said the art work definitely needs to be re-done.

Mayor O'Geary asked for a consensus of Council to discontinue lighting the mural on Montgomery Street with all seven Council Members voting to discontinue the lighting of the mural.

Council Member Coffey requested that when the City can afford it, that the mural be redone.

Council Member Rainey asked when the new poles are scheduled to be installed downtown. Assistant City Manager Frank Frazier said he spoke to a Duke Energy Progress representative recently who said they have run into issues with lead abatement on the existing poles but they anticipate starting within the next month. He added there will be some increase in the electrical costs because of the teardrop light fixtures.

City Manager Griffin refocused the discussion by saying the removal of the \$1,200 for lighting brings the gap to \$72,200. He said the options are to either raise the property tax as suggested by Mr. Kearney, or cut operating costs elsewhere in the budget. The question is how Council would like to do this.

Council Member Rainey asked about business (privilege) licenses and the increase in the fire inspection fees. He said he knows of a business owner who does not have a business license and asked who is exempt and if there is a list of who is current. Mr. Griffin said the firemen check for business licenses when they do inspections. He said the ordinance regarding privilege licenses is totally outdated and indicated retaining authority for these licenses may be changed by the General Assembly. He said if the City retains authority, it needs to be completely overhauled. He added due to limited resources, it has been difficult to keep this current. Mr. Rainey asked if licenses are issued by calendar year or fiscal year. Mr. Griffin responded the bills go out in May and are due in June for the current year. Council Member Inscoe said he recently met with a business owner who had never seen a license fee of \$5.00. The owner expected a fee of \$500 which shows how current license fees are out of line. Mr. Griffin said this is an area that has been inconsequential to the overall budget (approximately \$85,000 to \$90,000).

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11 June 2013 Budget Work Session #5 Minutes

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a year) until the opening of internet cafes and now that the cafés are closing, it will go back to providing minimum revenue. He feels the key way to fix this is to review the Code for more meaningful revenue and also to find a way to enforce the Code. Mayor O'Geary suggested this be added to a future work session.

Council Member Inscoe asked what the status of the PIT (Performance Enhancement Team) is regarding streamlining the permit process. Mr. Griffin said Ms. Dunston, as team leader, is scheduled to address Council at the June Work Session.

Council Member Kearney said he originally proposed a 4 cent property tax increase but now feels a 3.8 cent increase would work and asked the Mayor to call for a consensus regarding a 3.8 cent tax increase to cover the recreation travel and the DDC.

Mayor O'Geary asked Council for a consensus regarding a 3.8 cent property tax increase with the following results: YES: Kearney, Peace-Jenkins, Brown and Daye. NO: Coffey, Inscoe and Rainey.

Council Member Inscoe then asked about the \$2,100 laptop request by the Garage and Council Member Coffey asked where staff obtains their pricing for budgeting. Engineering Director Sokalski responded the laptop is a rugged laptop as it will be used at a workstation and said the standard fee for an HP with license is \$1,000 to \$1,200. Mr. Griffin added the additional amount is for printer cartridges. Assistant City Manager Frazier added the laptop is new to replace a desktop so data can be entered as work is completed in the garage to provide more accurate data.

Council Member Inscoe asked the City Manager how much the General Fund budget increased from FY13. Mr. Griffin said approximately \$302,508 not including the \$1,200 for the mural lighting. Mr. Inscoe asked how much of the \$302,508 is mandated by the State. Mr. Griffin said he did not have the exact number available at this time, but said two sources are the unemployment payroll tax newly instituted by the State is included and also the joint programs with the County of \$43,000. The Board of Elections increase is the majority of the County increase. After further discussion, Mr. Griffin asked the Mayor for a short break to compile the information Council requested.

Council Member Kearney asked why a 4/3 vote is not considered a majority. Mr. Griffin said a simple majority will carry an approval for a budget per City Attorney John Zollicoffer, Jr. He said if Council was voting to approve the budget this evening a 4/3 vote would carry but the Mayor only asked for a consensus.

During the recess, Council Member Coffey asked if the City is reimbursed for when they work events such as the annual car show. Mr. Frazier responded he know reimbursement for the street workers has been received from Vance County Tourism after the car show.

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When Mr. Griffin returned, he said the estimate for the new unemployment payroll tax, not including Youth Services which is 100% grant reimbursable, is \$77,200. He said this tax is on people not positions, so the more turnover the more the City will have to pay out.

Council Member Inscoe then asked about the reduction in the call-back time. Mr. Griffin said \$25,000 remains for call-back time which is a reduction for the departmental request of \$80,000 and the Manager's request of \$50,000. He also reminded Council the cost to reinstate the Fire Fighter position is \$37,000 (including benefits). Discussion pursued as to why the call-back time is more even with another staff member and Mr. Griffin said it depends on how many calls and how many staff are required to respond. It is difficult to anticipate what the year will bring. Mr. Griffin went on to say the Police and Fire departments spend the most on overtime because they roll 24/7 and depending on the nature of the call, they use either comp time or overtime.

Council Member Coffey asked about joining the County and City fire departments. Mr. Griffin said Council Member Inscoe, as liaison to the County, has had conversations with his counterpart, the County Commissioner Hester, about this; however, it was the County that withdrew from a previous joint effort and he did not know if the County is interested or the time it would take to reestablish joint fire departments.

Council Inscoe then confirmed the conversation saying there was an increase of \$265,008 and \$43,000 of that is for the joint programs and unemployment at \$77,200. He said this portion of the FY14 budget increased approximately \$145,000 over the FY13 budget.

City Manager Griffin said about one quarter of the General Fund departments went into the Recommended Budget at or below the FY13 budget funding.

Council Member Kearney asked since he was unable to attend a couple of previous meetings if this is a rehash of previous conversations and asked if he understood correctly that \$77,200 is the gap Council is trying to accommodate.

### **Vance County Shared Programs**

At this point, City Manager Griffin asked Council to review the Vance County Shared Programs in the Budget Workbook. He quickly reviewed these programs by pointing out the increases in the Tax Office, 911 and the Board of Elections. There was no change in the Library because of the inter-local agreement change.

Council Member Coffey asked why the Board of Elections increased. Mr. Griffin said the \$67,500 is the County's estimate for the general election which will be held in November in which the City will have four (4) Council seats available for election.

## **Non-Departmental Funds**

Mr. Griffin then provided Council with the details of the Non-Departmental funds by saying \$367,000 of personnel expense is insurance for retirees. The increase from FY13 is due to additional retirees. There is \$20,000 for unemployment compensation claims.

Council Member Kearney returned the conversation to the tax increase by saying he felt Council was within \$8.00 a year for a property valued at \$100,000. He said the Manager responded to Council's request and removed \$503,000 +/- from the General Fund and Council had already found \$145,000 to reduce the Recommended Budget and his thought is to move on and take care of the \$8.00 issue. Mr. Kearney felt what was already in place should be left and said he hoped Council Member Daeke would arrive to vote so perhaps Council could move on to adoption of the FY14 budget.

Council Member Brown said no one wants to raise taxes but he felt from comments during the Public Hearing that the DDC is important to take downtown to the next level. He also commented about the Recreation and said he felt if the funds were removed it would take away incentive and joy from the kids participating. Mr. Brown felt a penny more on the property tax would benefit the community. He also said if a citizen stepped forward to pick up the recreation cost, then he would like to see the extra dollars from the tax increase go toward rebuilding the Fund Balance. Council Member Rainey commented that although parents/citizens say don't raise my taxes, they are also the ones that ask why their son/daughter are not given an award.

Council Member Coffey suggested adding \$0.50 to the sanitation fee because out of fairness, everyone pays for garbage collection but not everyone pays property taxes.

Council Member Inscoe said there has been discussion about how the tax increase will affect a \$100,000 property owner but the ten largest tax payers are businesses and reminded everyone that the Hospital is currently appealing its tax assessment. If the appeal lowers its tax, there will be less dollars coming in next year.

## **Powell Bill**

City Manager Griffin said Council Member Daeke should arrive shortly and until he arrives, suggested Council look at the minor funds such as the Powell Bill. This revenue is shared throughout the State and comes from the State gas tax. Mr. Griffin does not expect this fund to increase in FY14. These monies are mainly used for street and sidewalk repair. It can also be used for a portion of salaries in the Public Services Department.

There were no questions regarding the Powell Bill.

## **Trust Agency Funds**

City Manager Griffin said these three funds contribute nothing, financially speaking, to the basic budget and began reviewing the Public Library Trust Fund by saying there has been no action as this is a joint fund. The LEO Pension Fund had no action as it is paid for *as we go* out of the General Fund.

Council Member Inscoe asked for the balance in the Elmwood Cemetery account. Mr. Griffin responded \$430,210. Mr. Inscoe asked if the monies could be used for improvements. Mr. Griffin said only the interest can be used and went on to say the City Attorney has looked at this previously and found the principle can only be invested but the interest can be used. Council Member Rainey returned to the Cemetery fund and asked if the fund is in an interest bearing account, what type of interest it earns and if the dollars could be transferred to an account to earn more interest. Mr. Griffin responded it is currently in a cash management trust fund and added the City cannot even obtain 1% on \$2M dollars. He explained public funds have certain restrictions.

He said public funds, as opposed to general funds, have to be put into secure accounts which might yield one quarter of one percent.

Council Member Coffey asked about instituting a hotel tax. Mr. Griffin said the authority to create this tax has to come from the General Assembly. He said authorization has been requested two years in a row with no approval.

Council Member Kearney asked what cemetery plots cost. Assistant City Manager Frazer said \$750.

Council Member Coffey verified grass cutting at the cemetery cannot come from the Cemetery Fund. Mr. Griffin said the interest can be used but not the principle.

## **Capital Reserve Fund**

Mr. Griffin now directed attention to the Capital Reserve Fund and said the General Fund here has not had any activity in some time. He said right now this is a place holder. He said the Economic Development section of the Capital Reserve Fund did not receive any contribution this year.

## **General Fund, Continued**

Council Member Coffey now asked if the Mayor would ask for a consensus regarding the additional \$0.50 sanitation fee increase, which would bring the sanitary fee to \$29.00.

Mayor O'Geary called for a consensus of Council regarding a \$29.00 sanitation fee with the following results: YES: Coffey, Inscoc, Peace-Jenkins and Daye. NO: Kearney, Rainey and Brown.

*(Clerk's Note: Council Member Daeke arrived at 7:32 p.m.)*

To benefit Council Member Daeke, Mr. Griffin reviewed the discussion so far by saying Council would like to keep both the DDC and the \$20,000 Recreation expenses in the budget. Council

Member Kearney suggested increasing the property tax to 3.8 cents and Council Member Coffey suggested increasing the sanitation fee to \$29.00.

Council Member Daeke agreed with reinstating the DDC because after hearing the presentations at the Public Hearing he felt more had been accomplished than he was aware of. He said the \$20,000 was the easiest to cut but it was also tough to cut. He added he agreed with discontinuing the mural lighting.

Another consensus was called for increasing the property tax by 3.5 cents and the sanitation fee to \$29.00 with the following results. YES: Kearney, Coffey, Peace-Jenkins, Daeke, Brown and Daye. NO: Inscoc and Rainey.

Council Member Daeke then summarized the overall consensus by saying the property tax increased by 3.5 cents; 1% Sewer increase; 0% Water increase; removal of the \$1,200 for light the mural. Mr. Griffin said \$53,400 was removed from the budget and \$52,200 was added back which restores the DDC staffing and leaves just enough for the department to operate.

Council Member Brown asked for the total amount brought by the 3.5 cent increase and the \$0.50. Mr. Griffin responded \$74,000 to which Mr. Brown said the lighting of the mural could be reinstated if desired. Council Members Coffey and Kearney said the overall feeling was the lighting was not important and it was decided to use those dollars for other issues.

City Manager Griffin asked if Council felt a need to continue with future work session meetings. If not, he said the City Clerk will properly notice the meeting cancellations. He also added if Council cancels the meetings and then wishes to schedule a meeting for further discussion, he would need to know as soon as possible so the meeting could be properly noticed.

Mayor O'Geary asked for a consensus of Council whether to meet further regarding the FY14 budget with the results being as follows: YES: Coffey. NO: Daye, Brown, Daeke, Peace-Jenkins, Rainey, Inscoc and Kearney. According to the consensus, the City Clerk will cancel all scheduled Budget Work Sessions between now and 24 June Short Regular Session.

Mayor O'Geary said there is now a budget consensus and asked if there were any further concerns or questions before adjourning the meeting. No further concerns or comments were expressed by anyone.

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Mayor O'Geary then asked if Council was prepared to adjourn.

**ADJOURNMENT**

Council Member Brown moved for adjournment. Motion seconded by Council Member Peace-Jenkins and unanimously approved. The meeting adjourned at 7:54 p.m.

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James D. O'Geary  
Mayor

***ATTEST:***

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Esther J. McCrackin  
City Clerk

## City Council Action Form

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



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

Council Meeting: 24 June 13 Short Reg. Meeting

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17 June 2013

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council  
**FR:** A. Ray Griffin, Jr., City Manager  
**RE:** **CAF: 13-09-A**  
**Consideration of Approval of 1) Ordinance 13-03, Demolition of 301 Charles Street; 2) Ordinance 13-04, Demolition of 309 Charles Street; 3) Ordinance 13-05, Demolition of 315 Charles Street; and 4) Ordinance 13-06, Demolition of 318 Rowland Street**

**Ladies and Gentlemen:**

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

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

### **Recommendation**

Approval of:

- 1) Ordinance 13-03, Demolition of 301 Charles Street
- 2) Ordinance 13-04, Demolition of 309 Charles Street;
- 3) Ordinance 13-05, Demolition of 315 Charles Street
- 4) Ordinance 13-05, Demolition of 318 Rowland Street

### **Executive Summary**

The City Council has issued three, ninety (90) day extensions (Stay Agreements) for the properties located at 301 Charles Street, 309 Charles Street, 315 Charles Street, and 318 Rowland Street owned by Louis Medina and wife Veronica Medina. The first extension (Stay Agreement) was issued on 27 August 2012, the second extension on 10 December 2013 and the third extension on 25 March 2013. The objective each time an extension was granted was to allow the owner time to repair/ renovate structures.

The structures are secured and the debris from the accessory structures in the rear of 318 Rowland Street has been removed. However, structures remain dilapidated and no sign of construction/renovation. The properties are dilapidated and causing blight within the neighborhood, it is recommended that orders of demolition be approved at this time. Also attached is a bid tabulation sheet for the estimated cost of demolition.

CAF 13-09-A: 24 June 2013 Council Meeting

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**Enclosures:**

1. Ordinance 13-03
2. Ordinance 13-04
3. Ordinance 13-05
4. Ordinance 13-09
5. Pictures of Structures
6. Bid Tabulation
7. Timeline

## ORDINANCE 13-03

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

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

**Luis Medina and wife, Veronica Medina**

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

**WHEREAS**, the owners of this structure have been given a reasonable opportunity to bring the structure up to the standards of the Abandoned Structure Ordinance in accordance with G.S. §160A-443(5) pursuant to an order issued by the Code Administrator on **January 5, 2012** and the owners have failed to comply with the order; *and*

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

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

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

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

**301 Charles Street / Deed Book 1103 Page 482 Vance County Register of Deeds / Vance County Tax Parcel 0073 04004** in the City of Henderson, N.C.

Section 2. The Code Administrator is hereby authorized and directed to proceed to remove or demolish the above described structure in accordance with his/her order to the owners thereof dated the **5<sup>th</sup>** day of **January 2012** and in accordance with the Abandoned Structures Ordinance and G.S. §160A-443.

Section 3. Upon completion of the required removal or demolition, the Code Administrator shall reasonably dispose of any merchantable materials and shall sell any merchantable materials of the structure and credit the proceeds against the cost of the removal or demolition. The Code Administrator shall certify the remaining balance to the Tax Collector. If a

surplus remains after sale of the demolition, the Code Compliance Director shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided by G.S. §160A-446(6).

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

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

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

The foregoing Ordinance 13-03, upon motion of Council Member \*\* and seconded by Council Member \*\* and having been submitted to a roll call vote and received the following votes and was \*\* on this the \*\* day of ----- 2013: YES: . NO:. ABSENT: . ABSTAIN: .

---

James D. O'Geary, Mayor

**ATTEST:**

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Esther J. McCrackin, City Clerk

Approved to Legal Form:

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John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 42, p.*

301 Charles Street



## ORDINANCE 13-04

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

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

**Luis Medina and wife, Veronica Medina**

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

**WHEREAS**, the owners of this structure have been given a reasonable opportunity to bring the structure up to the standards of the Abandoned Structure Ordinance in accordance with G.S. 160A-443(5) pursuant to an order issued by the Code Administrator on **January 5, 2012** and the owners have failed to comply with the order; *and*

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

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

Section 1. The Code Administrator is hereby authorized and directed to place a placard containing the legend; ***“This building is hazardous to the public health, safety and welfare; the use or occupation of this building for human habitation is prohibited and unlawful”*** on the structure located at the following address:

**309 Charles Street / Deed Book 1103 Page 482 Vance County Register of Deeds / Vance County Tax Parcel 0073 04005** in the City of Henderson, N.C.

Section 2. The Code Administrator is hereby authorized and directed to proceed to remove or demolish the above described structure in accordance with his/her order to the owners thereof dated the **5<sup>th</sup>** day of **January 2012** and in accordance with the Abandoned Structures Ordinance and G.S. 160A-443.

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

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

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

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

The foregoing Ordinance 13-04, upon motion of Council Member \*\* and seconded by Council Member \*\* and having been submitted to a roll call vote and received the following votes and was \*\* on this the \*\* day of ----- 2013: YES: . NO:. ABSENT: . ABSTAIN: .

---

Mayor James D. O'Geary

ATTEST:

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Esther J. McCrackin, City Clerk

Approved to Legal Form:

---

John H. Zollicoffer, Jr., City Attorney

309 Charles Street



## ORDINANCE 13-05

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

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

**Luis Medina and wife, Veronica Medina**

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

*WHEREAS*, the owners of this structure have been given a reasonable opportunity to bring the structure up to the standards of the Abandoned Structure Ordinance in accordance with G.S. 160A-443(5) pursuant to an order issued by the Code Administrator on **January 5, 2012** and the owners have failed to comply with the order; *and*

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

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

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

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

**315 Charles Street / Deed Book 1103 Page 482 Vance County Register of Deeds / Vance County Tax Parcel 0073 04006** in the City of Henderson, N.C.

Section 2. The Code Administrator is hereby authorized and directed to proceed to remove or demolish the above described structure in accordance with his/her order to the owners thereof dated the **5<sup>th</sup>** day of **January 2012** and in accordance with the Abandoned Structures Ordinance and G.S. §160A-443.

Section 3. Upon completion of the required removal or demolition, the Code Administrator shall reasonably dispose of any merchantable materials and shall sell any merchantable materials of the structure and credit the proceeds against the cost of the removal or demolition. The Code Administrator shall certify the remaining balance to the Tax Collector. If a

surplus remains after sale of the demolition, the Code Compliance Director shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided by G.S. §160A-446(6).

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

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

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

The foregoing Ordinance 13-05, upon motion of Council Member \*\* and seconded by Council Member \*\* and having been submitted to a roll call vote and received the following votes and was \*\* on this the \*\* day of ----- 2013: YES: . NO:. ABSENT: . ABSTAIN: .

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Mayor James D. O'Geary

ATTEST:

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Esther J. McCrackin, City Clerk

Approved to Legal Form:

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John H. Zollicoffer, Jr., City Attorney

315 Charles Street



## ORDINANCE 13-06

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

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

**Luis Medina and wife, Veronica Medina**

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

**WHEREAS**, the owners of this structure have been given a reasonable opportunity to bring the structure up to the standards of the Abandoned Structure Ordinance in accordance with G.S. 160A-443(5) pursuant to an order issued by the Code Administrator on **January 5, 2012** and the owners have failed to comply with the order; *and*

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

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

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

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

**318 Rowland Street / Deed Book 1103 Page 482 Vance County Register of Deeds / Vance County Tax Parcel 0073 04002** in the City of Henderson, N.C.

Section 2. The Code Administrator is hereby authorized and directed to proceed to remove or demolish the above described structure in accordance with his/her order to the owners thereof dated the **5<sup>th</sup>** day of **January 2012** and in accordance with the Abandoned Structures Ordinance and G.S. 160A-443.

Section 3. Upon completion of the required removal or demolition, the Code Administrator shall reasonably dispose of any merchantable materials and shall sell any

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

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

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

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

The foregoing Ordinance 13-09, upon motion of Council Member \*\* and seconded by Council Member \*\* and having been submitted to a roll call vote and received the following votes and was \*\* on this the \*\* day of ----- 2013: YES: . NO:. ABSENT: . ABSTAIN: .

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Mayor James D. O'Geary

ATTEST:

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Esther J. McCrackin, City Clerk

Approved to Legal Form:

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John H. Zollicoffer, Jr., City Attorney

**318 Rowland Avenue**





Photo Taken June 17, 2013



Bid Tabulation



**CITY OF HENDERSON**  
**Code Compliance Department**

Post Office Box 1434  
 134 Rose Avenue  
 Henderson, North Carolina 27536-1434  
 Phone: (252) 431-603 Fax: (252) 492-7935

Date: June 17, 2013

To: Contractors

To all the contractors that participated with the following bids process. I would like to thank you for bidding. The chart below shows all participates and their bids. The highlighted blocks indicate the winning contractors.

Sincerely

Corey K. Williams / Code Compliance Director

CONTRACTORS	KEARNCO GRADING 1512 US HWY 401S. WARRENTON, NC 27589		FAULKNER GRADING & LANDSCAPING P.O. BOX 2258 HENDERSON, NC 27536	
	Contractor Cost	Landfill Estimate	Contractor Cost	Landfill Estimate
Bid includes demolition on 301 Charles St, 309 Charles St., 315 Charles St. and 318 Rowland St. as one project	\$22,800	\$17,000	\$16,900	\$17,000
	\$39,800		\$33,900	

Abandoned Structure Enforcement Check List(Timeline)

Abandoned Structures: **301 Charles St., 309 Charles St., 315 Charles St., 318 Rowland St.**

Owner: **Luis Medina and Veronica Medina (Wife)**

**File Check List Abandoned Structures**

	<b>Date</b>	<b>Stage of Process</b>	<b>Notes / Comments</b>
1	12/2010	<b>ID Structure (pictures)</b> Document and determine if meets requirements of ordinance ( <i>City Code Sec.21A-1</i> )	
2	2-8-2011	<b>Preliminary Opinion of Title:</b> to assist in research and locate all parties of interest. ( <i>Internal policy</i> )	
3	4-1-2011	<b>Notice of Compliant Issued (Letter):</b> to be issued to owners and all parties of interest individually by certified mail, not less than 10 days no more than 30 days. ( <i>City Code 21A-5a</i> ) ( <i>GS 160A-443 &amp; 160A-445</i> )	
4	4-2-2011	<b>Affidavit of Complaints &amp; Notice:</b> In the case whereabouts of owners known and unknown not able to receive mail or refused mail issue newspaper ad (optional). ( <i>City Code 21A-6</i> ) ( <i>GS 160A-445</i> )	
5	4-1-2011	<b>Post Property a copy of Compliant &amp; Notice:</b> ( <i>City Code 21A-6</i> ) ( <i>GS 160A-445</i> )	
6	4-15-2011	<b>Hearing:</b> Owner or any party in interest shall have right to file an answer to the complaint. Also, able to give testimony. ( <i>City Code 21A-5</i> ) ( <i>GS160A-443{2}</i> )	4-15-2011 A meeting with Jack Blackburn, representing for Luis Medina was held at which time Mr. Blackburn was asked to make repairs. Mr. Blackburn requested additional time to complete repairs
7	1-5-2012	<b>Lis Pendens:</b> Will allow enforcement procedure to continue even if owners or parties are sold or transferred. Must be filed in the office of the clerk of superior courts of Vance County. Can be filed any time within procedure but suggested to be filed after step 3. ( <i>City Code 21A-12</i> ) ( <i>GS 1-120.2</i> )	
8	1-5-2012	<b>Findings of Fact Issued Order:</b> An order to owner / parties of interest stating to repair, alter, improve or demolished. Order for structure to be compliance not less than sixty 60 days. ( <i>City Code 21A-5</i> ) ( <i>GS160A-429</i> )	Findings of Fact Order to expire 3-16-2012
9	1-1-6-2012	<b>Affidavit: Findings of Fact Legal Notice</b> In the case whereabouts of owners known and unknown not able to receive mail or refused mail issue	61days



## City Council Action Form

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



**Agenda Item:**

**Council Meeting:** 24 June 2013 Reg Meeting

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18 June 2013

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

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

**RE: CAF: 13—B—40**

**Consideration of Approval of 1) Ordinance 13-38, An Ordinance Amending Chapter 12, Fire Prevention of the Henderson City Code to Provide for a Fee for State Mandated Fire Inspections; and 2) Ordinance 13-19, Approval of the FY13-14 Annual Operating Budget, Establishing the 2013 Ad Valorem Property Tax Rate and Approving the Annual Fee Schedule.**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

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

**Recommendation:**

Approval of:

- 1) Ordinance 13-38, An Ordinance Amending Chapter 12, Fire Prevention of the Henderson City Code to Provide for a Fee for State Mandated Fire Inspections; and
- 2) Ordinance 13-19, Approval of the FY13-14 Annual Operating Budget, Establishing the 2013 Ad Valorem Property Tax Rate and Approving the Annual Fee Schedule

**Executive Summary**

City Council has conducted five (5) budget work sessions and conducted one (1) public hearing as it has reviewed the FY14 Recommended Budget. A Consensus Budget was approved during the fifth budget work session held on 11 June.

The major changes to the final Consensus Budget vis-à-vis the draft Consensus Budget taken to the public hearing are listed below:

- The property tax rate was increased from 3 cents to 3.5 cents, or 62 cents.
- The sanitation fee was increased from \$28.50 to \$29.00.
- The increased revenues mentioned above were used to restore funding for the DDC office and \$20,000 for recreation travel for youth end-season sports tournaments, with any remaining amount to be credited against the fund balance appropriation.

A summary of the final Consensus Budget vis-à-vis the Recommended Budget is provided below:

- 64: Regional Water Fund
  - Recommended 5% water rate increase was eliminated.
    - Elimination of clear-well capital repair project and painting/coating of interior pipes in water plant.
- 31: Sewer Fund
  - Recommended 2.5% sewer rate increase was reduced to 1%.
    - Elimination of Public Utilities Director position (1/2 of costs)
- 30: Water Fund
  - Recommended 8% water rate increase was eliminated.
    - Elimination of Public Utilities Director position (1/2 of costs) and reduction in contingency. 5% of increase reduced by virtue of not increasing the Regional Water rate.
  
- 10: General Fund
  - Recommended property tax increase of 8.3 cents was reduced to 3.5 cents. The tax rate will increase from 58.5 cents to 62 cents.
  - Sanitation fee increase of 50 cents was increased to \$2.00. The sanitation fee will increase from \$27.00 to \$29.00.
  - Fund balance was increased from zero to \$153,000.
  - New Fire Inspection Fees, based on square footage and estimated to average between \$55 and \$120, was added to budget.
  - Planning and Zoning Fees increased on average of \$100: zoning, variance, special use, etc.
  - \$431,000 in expenditure reductions across the various budget departments.

Ordinance 13-38 has the effect of enabling the levying of the new fee for State mandated fire inspections. Ordinance 13-19 has the effect of approving the FY14 Budget based on the final Consensus Budget figures as approved at the 11 June budget work session. It also serves to establish the tax rate for the new fiscal year as well as affirm and re-adopt the annual fee schedule and the utilities and general multi-year capital improvement plans.

The FY14 Budget must be adopted not later than the end of June.

**Enclosures:**

1. Ordinance 13-38
2. Ordinance 13-19

**ORDINANCE 13-38**

**AN ORDINANCE AMENDING CHAPTER 12, FIRE PREVENTION  
OF THE HENDERSON CITY CODE  
TO PROVIDE FOR A FEE FOR STATE MANDATED FIRE INSPECTIONS**

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

Section 1. That a new section be added to the City Code designated as Section 12-5 reading as follows:

“Section 12-5: State Mandated Fire Inspections Fee

A fee for the inspection of buildings and facilities as mandated by the State of North Carolina is hereby established. Said fee is variable based on the square footage of the facility being inspected. The City Council may set the fee from time-to-time as it deems appropriate, with said fee being more fully articulated in the Annual Fee Schedule.”

Section 2. The foregoing Ordinance shall be in full force and effect as of July 1, 2013.

The foregoing Ordinance 13-38, 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 \_\_\_\_\_, 2013: 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. \*\*.*

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**STATE OF NORTH CAROLINA  
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing Ordinance is a true and exact copy of *Ordinance 13-38*, An Ordinance Amending Chapter 12, Fire Prevention of the Henderson City Code to Provide for a Fee for State Mandated Fire Inspections, adopted by the Henderson, City Council in Regular Session on \*\* \*\* 20\*\* (See *Minute Book 4*, p. \*\*.)

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

---

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

## **ORDINANCE 13—19**

### **APPROVAL OF THE FY 13-14 ANNUAL OPERATING BUDGET, ESTABLISHING THE 2013 AD VALOREM PROPERTY TAX RATE AND APPROVING THE ANNUAL FEE SCHEDULE**

**WHEREAS**, pursuant to North Carolina General Statutes 159-13, the State of North Carolina requires its local governments to operate on a 1 July – 30 June fiscal year basis; *and*

**WHEREAS**, said State law further requires local governments adopt a balanced budget not later than 1 July; *and*

**WHEREAS**, the City Manager presented the FY 13-14 Recommended Budget to the City Council on Monday, 20 May 2013 and subsequent to the Budget Presentation, City Council met in several budget work sessions to discuss the budget and to make changes as it deemed appropriate and necessary for the public health, safety and welfare; *and*

**WHEREAS**, the City Council heard comments from the public during its duly advertised Budget Hearing on Monday, 10 June 2013; *and*

**WHEREAS**, the City Council, after receiving public comments throughout the budget review process and Budget Hearing, and deliberating the various budgetary issues, has achieved consensus on the FY 13-14 Budget.

**NOW, THEREFORE BE IT ORDAINED** by the Henderson City Council that it does hereby approve:

- The FY 13-14 Budget; *and*
- Establishes the 2013 Ad Valorem property tax rate; *and*
- Increases the Sewer rate; *and*
- Increases the monthly Sanitation Fee; *and*
- Increases the Planning and Zoning Fees; *and*
- Establishes a Fire Inspection Fee; *and*
- Affirms and Readopts the Annual Fee Schedule;

as set forth in the following sections:

# PART 1: ADOPTION OF FY 14 BUDGET

## Section 1: Total FY 13-14 Total Budget Summary

FY 13-14 TOTAL COUNCIL APPROVED BUDGET SUMMARY						
Fund	REVENUES		EXPENDITURES			
	Recommended	Approved	Requested	Recommended	Approved	
<i>Governmental Funds</i>						
10	General Operating	\$ 15,731,000	\$ 15,300,000	\$ 18,290,511	\$ 15,731,000	\$ 15,300,000
11	Powell Bill Operating	\$ 445,100	\$ 445,100	\$ 445,100	\$ 445,100	\$ 445,100
<i>Enterprise Funds</i>						
30	Water Enterprise	\$ 6,270,000	\$ 6,007,400	\$ 6,252,100	\$ 6,270,000	\$ 6,007,400
31	Sewer Enterprise	\$ 4,952,000	\$ 4,894,400	\$ 4,920,000	\$ 4,952,000	\$ 4,894,400
64	Regional Water Enterprise	\$ 4,735,000	\$ 4,430,000	\$ 4,867,900	\$ 4,735,000	\$ 4,430,000
<i>Trust Funds</i>						
40	Library Trust	\$ -	\$ -	\$ -	\$ -	\$ -
50	LEO Pension Trust	\$ -	\$ -	\$ -	\$ -	\$ -
51	Elmwood Cemetery Trust	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Capital Reserve Funds</i>						
70	Capital Reserve Utilities	\$ 173,400	\$ 173,400	\$ 173,400	\$ 173,400	\$ 173,400
72	Capital Reserve General	\$ -	\$ -	\$ -	\$ -	\$ -
73	Capital Reserve Economic Development	\$ 15,300	\$ 15,300	\$ 25,300	\$ 15,300	\$ 15,300
78	Capital Reserve Regional	\$ 2,886,700	\$ 3,042,700	\$ 3,016,300	\$ 2,886,700	\$ 3,042,700
79	Capital Reserve Rate Stabilization	\$ 3,625,700	\$ 3,625,700	\$ 3,625,700	\$ 3,625,700	\$ 3,625,700
<b>Subtotal</b>		<b>\$ 38,834,200</b>	<b>\$ 37,934,000</b>	<b>\$ 41,616,311</b>	<b>\$ 38,834,200</b>	<b>\$ 37,934,000</b>
<i>Less Inter-Fund Transfers--Revenues</i>			<i>Less Inter-Fund Transfers--Expenditures</i>			
	FR 11 Powell Bill to 10 General	\$ 445,100	\$ 445,100	TO: 10 from 11	\$ 445,100	\$ 445,100
	FR 30 Water to 10 General	\$ 361,300	\$ 361,300	TO: 10 from 30	\$ 361,300	\$ 361,300
	FR 31 Sewer CA to 10 General	\$ 402,800	\$ 402,800	TO: 10 from 31	\$ 402,800	\$ 402,800
	FR 51 Elmwood to 10 General	\$ -	\$ -	TO: 10 from 51	\$ -	\$ -
	FR 64 Regional CA to 10 General	\$ 225,000	\$ 225,000	TO 10 from 64 CA	\$ 225,000	\$ 225,000
	FR 31 Sewer CA to 30 Water	\$ 202,500	\$ 144,900	TO: 30 from 31 CA	\$ 202,500	\$ 144,900
	FR 64 Regional CA to 30 Water	\$ 80,000	\$ 80,000	TO: 30 from 64 CA	\$ 80,000	\$ 80,000
	FR: 79 Rate Stabilization to 31 Sewer	\$ 200,000	\$ 200,000	TO: 31 from 79	\$ 200,000	\$ 200,000
	FR: 78: CR Regional to 64 Water	\$ 110,000	\$ -	TO: 64 from 78	\$ 110,000	\$ -
	FR: 31 Sewer to 70: CR Utilities	\$ 77,800	\$ 77,800	TO: 70 from 31	\$ 77,800	\$ 77,800
	FR: 30 Water to 70 CR Utilities	\$ 44,600	\$ 44,600	TO: 70 from 30	\$ 44,600	\$ 44,600
	FR: 10 General to 73 CR Econ Dev	\$ -	\$ -	TO 73 from 10	\$ -	\$ -
	FR 64 Regional to 78 Regional Reserve	\$ 669,000	\$ 825,000	TO: 78 from 64	\$ 669,000	\$ 825,000
	FR 31: Sewer Fund to 79 CRRates	\$ 264,200	\$ 264,200	TO: 79 from 31	\$ 264,200	\$ 264,200
	<b>Total: Inter-Fund Transfers</b>	<b>\$ 3,082,300</b>	<b>\$ 3,070,700</b>		<b>\$ 3,082,300</b>	<b>\$ 3,070,700</b>
<i>Revenue Summary</i>			<i>Expenditures Summary</i>			
	<b>Operating Budgets' Total</b>	<b>\$ 38,834,200</b>	<b>\$ 37,934,000</b>		<b>\$ 38,834,200</b>	<b>\$ 37,934,000</b>
	<b>Less Inter-Fund Transfers' Total</b>	<b>\$ 3,082,300</b>	<b>\$ 3,070,700</b>		<b>\$ 3,082,300</b>	<b>\$ 3,070,700</b>
	<b>TOTAL FY 14</b>	<b>\$ 35,751,900</b>	<b>\$ 34,863,300</b>	<b>TOTAL FY 14</b>	<b>\$ 35,751,900</b>	<b>\$ 34,863,300</b>
<i>Last Updated: 13 June 13, rg</i>		<b>REVENUES</b>		<b>EXPENDITURES</b>		

## Section 2: 10: General Governmental Fund

10 GENERAL GOVERNMENTAL FUND			FY14	
			City Manager Recommend	City Council Approved
<b>Revenues</b>				
<i>Operating Revenues</i>				
<i>Ad Valorem Taxes</i>				
	10-100-400-000	Ad Valorem-All Prior Years	\$ 5,000	\$ 5,000
	10-100-400-309	Ad Valorem-2009	\$ 5,000	\$ 5,000
	10-100-400-310	Ad Valorem-2010	\$ 35,000	\$ 35,000
	10-100-400-311	Ad Valorem-2011	\$ 40,000	\$ 40,000
	10-100-400-312	Ad Valorem-2012	\$ 170,000	\$ 170,000
	10-100-400-313	Ad Valorem-2013	\$ 6,105,100	\$ 5,677,900
	10-100-400-401	Debt Set-Off Ad Valorem	\$ 1,000	\$ 1,000
	10-100-400-450	Tax Penalties & Interest	\$ 70,000	\$ 70,000
		<b>Subtotal-Ad Valorem Taxes All Years</b>	<b>\$ 6,431,100</b>	<b>\$ 6,003,900</b>
<i>Other Local Taxes &amp; Licenses</i>				
	10-100-400-500	ABC Net Revenues	\$ 1,000	\$ 1,000
	10-100-400-520	1% Local Option Sales Tax (LOST)	\$ 950,000	\$ 950,000
	10-100-400-521	Two 1/2% LOST	\$ 1,000,000	\$ 1,000,000
	10-100-400-530	1/4 % LOST Hold-Harmless	\$ 450,000	\$ 425,000
	10-100-400-535	Solid Waste Disposal Tax	\$ 6,000	\$ 6,400
	10-100-400-540	Business Privilege License (BPL)	\$ 242,000	\$ 203,000
	10-100-400-550	Motor Vehicle Licenses	\$ 105,000	\$ 105,000
	10-100-400-555	Vehicle Rental Tax	\$ 6,000	\$ 6,000
		<b>Subtotal-Other Taxes &amp; Licenses</b>	<b>\$ 2,760,000</b>	<b>\$ 2,696,400</b>
<i>Inter-Governmental Unrestricted</i>				
	10-100-400-570	Payment in Lieu of Tax: Vance Co PHA	\$ 1,500	\$ 1,500
	10-100-400-560	Vance County ABC Bottle Tax 5%	\$ 1,600	\$ 1,600
	10-100-411-010	State Beer and Wine Tax	\$ 70,000	\$ 70,000
	10-100-411-020	State Utility Franchise Tax	\$ 850,000	\$ 850,000
		<b>Subtotal-Inter-Governmental Unrestricted</b>	<b>\$ 923,100</b>	<b>\$ 923,100</b>
<i>Inter-Governmental Restricted</i>				
	10-100-455-072	Bulletproof Vest Grant-Police	\$ 2,500	\$ 2,500
	10-100-455-800	NCDOT Mowing Contract	\$ 4,000	\$ 4,000
		<b>Subtotal-Inter-Governmental Restricted</b>	<b>\$ 6,500</b>	<b>\$ 6,500</b>
<i>Sales &amp; Services</i>				
<i>Garage Internal Service</i>				
	10-100-433-100	Garage Sales	\$ 797,700	\$ 779,700
		<b>Subtotal-Garage Sales</b>	<b>\$ 797,700</b>	<b>\$ 779,700</b>
<i>Sanitation Sales &amp; Services</i>				
	10-100-455-400	Refuse Collection	\$ 1,734,600	\$ 1,824,000
	10-100-455-402	Rubbish Pick-Up	\$ 4,000	\$ 4,000
	10-100-455-500	Bad Debt Recovery Sanitation	\$ 1,500	\$ 1,500
	10-100-455-501	Bad Debt Recovery-Debt Set-Off	\$ 1,500	\$ 1,500
	10-100-455-035	Sale of Leaf Bags	\$ 1,000	\$ 1,000
	10-100-455-200	Demolition & Lot Cleaning Fees Paid	\$ 500	\$ 500
	10-100-400-452	Demolition & Lot Liens Collected	\$ 3,000	\$ 3,000
		<b>Subtotal-Sanitation Sales &amp; Services</b>	<b>\$ 1,746,100</b>	<b>\$ 1,835,500</b>
<i>Recreation Programs &amp; Services</i>				
	10-100-433-200	Recreation Fees & Revenues	\$ 62,000	\$ 56,000
	10-100-433-201	Aycock-Aquatic Center Revenues	\$ 66,000	\$ 66,000
	10-100-433-300	Rental-Fox Pond Park	\$ 2,000	\$ 2,000
	10-100-477-020	Vance County-45% Operations	\$ 409,100	\$ 375,100
	10-100-477-040	Vance County Youth Services	\$ 209,800	\$ 209,800
	10-100-477-021	Vance County-45% Aycock Operations	\$ 281,700	\$ 127,000
	10-100-477-022	Vance County-50% Aycock Debt Service	\$ 153,700	\$ 153,700
		<b>Subtotal-Recreation Program &amp; Services</b>	<b>\$ 1,184,300</b>	<b>\$ 989,600</b>
<i>Miscellaneous Sales &amp; Services</i>				
	10-100-455-300	Zoning & BOA Permits	\$ 12,000	\$ 17,000
	10-100-455-600	Cemetery Lot Sales & Services	\$ 6,000	\$ 6,000
	10-100-422-220	Rental-Police Training Center	\$ -	\$ -
		<b>Subtotal-Miscellaneous Sales &amp; Services</b>	<b>\$ 18,000</b>	<b>\$ 23,000</b>
		<b>Subtotal for All Sales and Services</b>	<b>\$ 3,746,100</b>	<b>\$ 3,627,800</b>
		Subtotal All Categories for this Page	\$ 13,866,800	\$ 13,257,700

Section 2: 10: General Governmental Fund (continued)

10 GENERAL GOVERNMENTAL FUND			FY14	
			City Manager	City Council
			Recommend	Approved
<b>Revenues (continued)</b>				
<b>Total- All Categories From Prior Page</b>			\$ 13,866,800	\$ 13,257,700
<i>Miscellaneous</i>				
	10-100-422-110	Court Cost Fees	\$ 6,000	\$ 6,000
	10-100-422-210	Parking Violations	\$ 2,000	\$ 2,000
	10-100-422-211	Fire Inspection Fee	\$ -	\$ 25,100
	10-100-457-000	Sale of Assets & Material	\$ 7,000	\$ 7,000
	10-100-444-010	Investments	\$ 4,000	\$ 4,000
	10-100-455-010	Miscellaneous	\$ 5,000	\$ 5,000
		<i>Subtotal-Miscellaneous</i>	\$ 24,000	\$ 49,100
<b>Budgetary Appropriations</b>				
<i>Inter-Fund Transfers</i>				
	10-980-461-011	Transfer from: 11 Powell Bill Fund	\$ 445,100	\$ 445,100
	10-985-471-030	Transfer from 30: Water-Cost Allocation	\$ 361,300	\$ 361,300
	10-985-471-031	Transfer from 31: Sewer-Cost Allocation	\$ 402,800	\$ 402,800
	10-985-471-064	Transfer from 64: Regional-Cost Allocation	\$ 225,000	\$ 225,000
		<i>Subtotal-Inter-Fund Transfers</i>	\$ 1,434,200	\$ 1,434,200
<i>Fund Balance Appropriations</i>				
	10-990-490-999	Fund Balance Appropriated	\$ -	\$ 153,000
	10-995-490-999	Asset Forfeiture Fund Balance Appropriated	\$ 406,000	\$ 406,000
		<i>Subtotal-Fund Balance Appropriations</i>	\$ 406,000	\$ 559,000
		<b>Subtotal-Budgetary Appropriations</b>	<b>\$ 1,840,200</b>	<b>\$ 1,993,200</b>
		<i>Total-This Page</i>	\$ 15,731,000	\$ 15,300,000
<i>Total Fund Revenue Summary</i>				
		<i>Subtotal-Ad Valorem Taxes All Years</i>	\$ 6,431,100	\$ 6,003,900
		<i>Subtotal-Other Taxes &amp; Licenses</i>	\$ 2,760,000	\$ 2,696,400
		<i>Subtotal-Inter-Governmental Unrestricted</i>	\$ 923,100	\$ 923,100
		<i>Subtotal-Inter-Governmental Restricted</i>	\$ 6,500	\$ 6,500
		<i>Subtotal-Sales &amp; Services</i>	\$ 3,746,100	\$ 3,627,800
		<i>Subtotal-Miscellaneous</i>	\$ 24,000	\$ 49,100
		<i>Subtotal-Budgetary Appropriations</i>	\$ 1,840,200	\$ 1,993,200
		<b>Total Revenues</b>	<b>\$ 15,731,000</b>	<b>\$ 15,300,000</b>

**Section 2: 10: General Governmental Fund (continued)**

10 GENERAL GOVERNMENTAL FUND			FY14	
Expenditures			City Manager	City Council
Departmental Expenditures			Recommend	Approved
<i>Legislative</i>				
	10-410	Governing Body	\$ 182,800	\$ 178,800
	10-414	City Attorney	\$ 71,700	\$ 71,700
		<i>Subtotal-Legislative</i>	\$ 254,500	\$ 250,500
<i>Administrative</i>				
	10-420	Administration	\$ 341,700	\$ 341,700
	10-425	Human Resources	\$ 202,200	\$ 169,200
	10-440	Finance	\$ 467,000	\$ 403,000
	10-450	Information Services	\$ 45,800	\$ 37,800
		<i>Subtotal-Administrative</i>	\$ 1,056,700	\$ 951,700
<i>Planning &amp; Community Development</i>				
	10-423	Code Compliance	\$ 165,700	\$ 165,700
	10-495	Planning & Community Development	\$ 145,800	\$ 145,800
	10-496	Main Street-Downtown Development	\$ 63,400	\$ 62,200
		<i>Subtotal-Planning &amp; Community Development</i>	\$ 374,900	\$ 373,700
<i>Public Safety</i>				
	10-510	Police	\$ 4,155,900	\$ 4,031,100
	10-512	Police-Asset Forfeiture	\$ 406,000	\$ 406,000
	10-530	Fire	\$ 2,263,800	\$ 2,160,800
		<i>Subtotal-Public Safety</i>	\$ 6,825,700	\$ 6,597,900
<i>Public Services</i>				
	10-500	Public Buildings	\$ 93,000	\$ 73,000
	10-501	Bennett Perry House	\$ 8,700	\$ 4,700
	10-545	Public Services Administration	\$ 141,100	\$ 141,100
	10-555	Garage	\$ 964,200	\$ 944,200
	10-560	Cemetery	\$ 77,200	\$ 77,200
	10-570	Street Maintenance	\$ 1,210,100	\$ 1,193,400
	10-580	Sanitation	\$ 891,500	\$ 891,500
		<i>Subtotal-Public Services</i>	\$ 3,385,800	\$ 3,325,100
<i>Recreation &amp; Parks</i>				
	10-620	Recreation Services	\$ 909,200	\$ 891,500
	10-622	Youth Services	\$ 209,800	\$ 209,800
	10-623	Aycock/Aquatics Center	\$ 352,700	\$ 348,100
		<i>Subtotal-Recreation &amp; Parks</i>	\$ 1,471,700	\$ 1,449,400
<i>Non-Departmental</i>				
			\$ -	\$ -
	10-650	City & County Shared Programs	\$ 958,700	\$ 958,700
	10-660	Non-Departmental	\$ 427,800	\$ 417,800
	10-680	Debt Service	\$ 940,100	\$ 940,100
		<i>Subtotal-Non-Departmental</i>	\$ 2,361,700	\$ 2,351,700
		<i>Subtotal-All Departments</i>	\$ 15,731,000	\$ 15,300,000
<i>Total Fund Expenditure Summary</i>				
		<i>Subtotal-Legislative</i>	\$ 254,500	\$ 250,500
		<i>Subtotal-Administrative</i>	\$ 1,056,700	\$ 951,700
		<i>Subtotal-Planning &amp; Community Development</i>	\$ 374,900	\$ 373,700
		<i>Subtotal-Public Safety</i>	\$ 6,825,700	\$ 6,597,900
		<i>Subtotal-Public Services</i>	\$ 3,385,800	\$ 3,325,100
		<i>Subtotal-Recreation &amp; Parks</i>	\$ 1,471,700	\$ 1,449,400
		<i>Subtotal-Non-Departmental</i>	\$ 2,361,700	\$ 2,351,700
		<i>Total Expenditures</i>	\$ 15,731,000	\$ 15,300,000
		<b>Total General Fund Revenues</b>	<b>\$ 15,731,000</b>	<b>\$ 15,300,000</b>
		<b>Total General Fund Expenditures</b>	<b>\$ 15,731,000</b>	<b>\$ 15,300,000</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 3: 11: Powell Bill Governmental Fund**

11 POWELL BILL GOVERNMENTAL FUND			FY14	
			City Manager Recommend	City Council Approved
<b>Revenues</b>				
<i>Inter-Governmental Restricted Revenues</i>				
	11-110-411-120	Powell Bill Allocation	\$ 445,000	\$ 445,000
		<i>Subtotal</i>	\$ 445,000	\$ 445,000
<i>Miscellaneous Revenues</i>				
	11-110-444-010	Investments	\$ 100	\$ 100
		<i>Subtotal</i>	\$ 100	\$ 100
<i>Budgetary Appropriations</i>				
	11-990-490-999	Fund Balance Appropriated	\$ -	\$ -
		<i>Subtotal</i>	\$ -	\$ -
		<b>Total Revenues</b>	<b>\$ 445,100</b>	<b>\$ 445,100</b>
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	11-690-561-010	Powell Bill	\$ 445,100	\$ 445,100
		<b>Total Expenditures</b>	<b>\$ 445,100</b>	<b>\$ 445,100</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 4: 30: Water Enterprise Fund**

30 WATER ENTERPRISE FUND		FY14		
		City Manager	City Council	
Revenues		Recommend	Approved	
<b>Operating Revenues</b>				
	30-300-433-420	Account Set Up Fee	\$ 12,000	\$ 12,000
	30-300-433-430	Water Taps	\$ 35,000	\$ 35,000
	30-300-433-410	Water User Revenues	\$ 2,747,000	\$ 2,542,000
	30-300-433-416	Water Charges-Franklin County	\$ 2,829,500	\$ 2,829,500
	30-300-433-425	Water Charges-Kittrell WA	\$ 60,000	\$ 60,000
	30-300-433-426	Vance County 1A	\$ 30,000	\$ 30,000
	30-300-433-450	Sprinkler/Hydrant Fees	\$ 111,000	\$ 111,000
	30-300-433-440	Late Fee Charges	\$ 71,000	\$ 71,000
	30-300-433-460	Reconnect Service Fee	\$ 20,000	\$ 20,000
	30-300-433-407	Returned Check Fee	\$ 4,000	\$ 4,000
	30-300-455-010	Miscellaneous	\$ 2,000	\$ 2,000
	30-300-455-500	Bad Debt Recovery	\$ 5,000	\$ 5,000
	30-300-455-501	Bad Debt Rec-Debt Set Off	\$ 5,000	\$ 5,000
		<i>Subtotal</i>	\$ 5,931,500	\$ 5,726,500
<b>Non-Operating Revenues</b>				
	30-300-444-010	Investments	\$ 3,000	\$ 3,000
	30-300-433-470	Sale of Materials	\$ 3,000	\$ 3,000
	30-300-457-000	Sale of Assets	\$ -	\$ -
	30-300-455-025	Sprint PCS Agreement	\$ 25,000	\$ 25,000
	30-300-455-030	T-Mobile Agreement	\$ 25,000	\$ 25,000
		<i>Subtotal</i>	\$ 56,000	\$ 56,000
<b>Budgetary Appropriations</b>				
	30-985-471-031	Transfrom 31: Sewer Cost Alloc	\$ 202,500	\$ 144,900
	30-985-471-064	Trans from 64 Regional Cost Alloc	\$ 80,000	\$ 80,000
		<i>Subtotal</i>	\$ 282,500	\$ 224,900
		<b>Total Revenues</b>	<b>\$ 6,270,000</b>	<b>\$ 6,007,400</b>
<b>Expenditures</b>				
<b>Departmental Expenditures</b>				
	30-660	Non-Departmental	\$ 599,500	\$ 582,200
	30-680	Debt Service	\$ 732,100	\$ 732,100
	30-715	Public Services Administration	\$ 115,300	\$ -
	30-720	Engineering	\$ 288,800	\$ 288,800
	30-725	Customer Service	\$ 498,400	\$ 498,400
	30-818	Water Distribution Operations	\$ 4,035,900	\$ 3,905,900
		<b>Total Expenditures</b>	<b>\$ 6,270,000</b>	<b>\$ 6,007,400</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 5: 31: Sewer Enterprise Fund**

31 SEWER ENTERPRISE FUND			FY14	
			City Manager Recommend	City Council Approved
<b>Revenues</b>				
<i>Operating Revenues</i>				
	31-310-433-420	Account Set Up Fee	\$ 25,000	\$ 25,000
	31-310-433-435	Sewer Taps	\$ 4,000	\$ 4,000
	31-310-433-485	Sewer User Revenues	\$ 4,294,000	\$ 4,236,400
	31-310-433-480	Sewer Surcharges	\$ 15,000	\$ 15,000
	31-310-433-440	Late Fee Charges	\$ 176,000	\$ 176,000
	31-310-433-460	Reconnect Service Fee	\$ 50,000	\$ 50,000
	31-310-433-495	FOG Monitoring Inspection Fee	\$ 7,500	\$ 7,500
	31-310-433-485	Sewer Code Violations	\$ 3,800	\$ 3,800
	31-310-455-010	Miscellaneous	\$ 100	\$ 100
	31-310-455-500	Bad Debt Recovery	\$ 10,000	\$ 10,000
	31-310-455-501	Bad Debt Rec-Debt Set Off	\$ 10,000	\$ 10,000
		<i>Subtotal</i>	\$ 4,595,400	\$ 4,537,800
<i>Non-Operating Revenues</i>				
	31-310-444-010	Investments	\$ 1,000	\$ 1,000
	31-310-461-230	Vance Co DS NVHS Sewer	\$ 77,800	\$ 77,800
	31-310-477-052	Vance Co DS Ruin Ck Sewer	\$ 77,800	\$ 77,800
		<i>Subtotal</i>	\$ 156,600	\$ 156,600
<i>Budgetary Appropriations</i>				
	31-980-461-079	Transfer from: 79 Rate Stabilization	\$ 200,000	\$ 200,000
		<i>Subtotal</i>	\$ 200,000	\$ 200,000
		<b>Total Revenues</b>	<b>\$ 4,952,000</b>	<b>\$ 4,894,400</b>
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	31-660	Non-Departmental	\$ 1,118,200	\$ 1,060,600
	31-680	Debt Service	\$ 875,000	\$ 875,000
	31-822	Water Reclamation Facility	\$ 2,266,700	\$ 2,266,700
	31-828	Sewer Collection Operations	\$ 395,900	\$ 395,900
	31-829	Sewer I & I Operations	\$ 296,200	\$ 296,200
		<b>Total Expenditures</b>	<b>\$ 4,952,000</b>	<b>\$ 4,894,400</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 6: 64: Regional Water Enterprise Fund**

64 REGIONAL WATER ENTERPRISE FUND			FY14	
			City Manager Recommend	City Council Approved
<b>Revenues</b>				
<i>Operating Revenues</i>				
	64-640-433-415	Sale of Water	\$ 4,590,000	\$ 4,395,000
		<i>Subtotal</i>	\$ 4,590,000	\$ 4,395,000
<i>Non-Operating Revenues</i>				
	64-640-444-010	Investment Income	\$ 3,000	\$ 3,000
	64-640-455-010	Miscellaneous	\$ 7,000	\$ 7,000
		<i>Subtotal</i>	\$ 10,000	\$ 10,000
<i>Budgetary Appropriations</i>				
	64-640-461-078	Trans from 78: Capital Reserve	\$ 110,000	\$ -
	64-990-490-999	Fund Balance Appropriation	\$ 25,000	\$ 25,000
		<i>Subtotal</i>	\$ 135,000	\$ 25,000
		<b>Total Revenues</b>	<b>\$ 4,735,000</b>	<b>\$ 4,430,000</b>
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	64-660	Non-Departmental	\$ 1,103,900	\$ 1,239,900
	64-680	Debt Service	\$ 792,100	\$ 792,100
	64-900	Regional Water Plant	\$ 2,839,000	\$ 2,398,000
		<b>Total Expenditures</b>	<b>\$ 4,735,000</b>	<b>\$ 4,430,000</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 7: 40: Public Library Trust Fund**

40 PUBLIC LIBRARY TRUST FUND			FY14	
			City Manager Recommend	City Council Approved
<b>Revenues</b>				
<i>Budgetary Appropriations</i>				
	40-400-461-020	Transfer from 10: General Fund	\$ -	\$ -
		<i>Subtotal</i>	\$ -	\$ -
		<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	40-850	Library	\$ -	\$ -
		<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 8: 50: Law Enforcement Officers' Retirement Trust Fund**

50 LAW ENFORCEMENT OFFICERS' RETIREMENT TRUST FUND			FY14	
			City Manager Recommend	City Council Approved
<b>Revenues</b>				
<i>Budgetary Appropriations</i>				
	50-550-491-000	Fund Balance Appropriation	\$ -	\$ -
		<i>Subtotal</i>	\$ -	\$ -
		<b>Total Revenues</b>	\$ -	\$ -
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	50-860	Non-Departmental	\$ -	\$ -
		<b>Total Expenditures</b>	\$ -	\$ -
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 9: 51: Elmwood Cemetery Trust Fund**

51 ELMWOOD CEMETERY TRUST FUND			FY14	
			City Manager Recommend	City Council Approved
<b>Revenues</b>				
<i>Budgetary Appropriations</i>				
	51-480-444-010	Investments	\$ -	\$ -
		<i>Subtotal</i>	\$ -	\$ -
		<b>Total Revenues</b>	\$ -	\$ -
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	51-855	Cemetery	\$ -	\$ -
		<b>Total Expenditures</b>	\$ -	\$ -
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 10: 70: Utilities Capital Reserve Fund**

70 UTILITIES CAPITAL RESERVE FUND			FY14	
			City Manager	City Council
Revenues			Recommend	Approved
<i>Miscellaneous Revenues</i>				
	70-851-444-010	Investments	\$ 45	\$ 45
	70-801-444-010	Investments	\$ -	\$ -
		<i>Subtotal</i>	\$ 45	\$ 45
<i>Budgetary Appropriations</i>				
	70-801-491-000	Fund Balance Appropriated	\$ 11,000	\$ 11,000
	70-801-461-030	Trans from 30: Water Fund	\$ 44,600	\$ 44,600
	70-851-461-031	Trans from 31: Sewer Fund	\$ 77,800	\$ 77,800
	70-700-491-000	Fund Balance Appropriated	\$ 39,955	\$ 39,955
		<i>Subtotal</i>	\$ 173,355	\$ 173,355
		<b>Total Revenues</b>	<b>\$ 173,400</b>	<b>\$ 173,400</b>
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	70-801-509-850	Water Reserve	\$ 55,600	\$ 55,600
	70-851-509-850	Sewer Reserve	\$ 117,800	\$ 117,800
		<b>Total Expenditures</b>	<b>\$ 173,400</b>	<b>\$ 173,400</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 11: 72: General Capital Reserve Fund**

72 GENERAL CAPITAL RESERVE FUND			FY14	
			City Manager	City Council
Revenues			Recommend	Approved
<i>Miscellaneous Revenues</i>				
	72-722-444-010	Investments	\$ -	\$ -
		<i>Subtotal</i>	\$ -	\$ -
		<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	72-875-509-800	Capital Reserve	\$ -	\$ -
		<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 12: 73: Economic Development Capital Reserve Fund**

73 ECONOMIC DEVELOPMENT CAPITAL RESERVE FUND			FY14	
			City Manager	City Council
Revenues			Recommend	Approved
<i>Budgetary Appropriations</i>				
	73-990-491-000	Fund Balance Appropriated	\$ 15,300	\$ 15,300
	73-980-461-010	Transfer from 10: General Fund	\$ -	\$ -
		<i>Subtotal</i>	\$ 15,300	\$ 15,300
		<b>Total Revenues</b>	<b>\$ 15,300</b>	<b>\$ 15,300</b>
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	73-660-509-850	Capital Reserve	\$ 15,300	\$ 15,300
		<b>Total Expenditures</b>	<b>\$ 15,300</b>	<b>\$ 15,300</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 13: 78: Regional Water Capital Reserve Fund**

78 REGIONAL WATER CAPITAL RESERVE FUND			FY14	
			City Manager	City Council
Revenues			Recommend	Approved
<i>Revenues by Project</i>				
Corps of Engineers	78-911-461-064	Transfer from Regional Fund 64	\$ 9,000	\$ 9,000
Corps of Engineers	78-911-491-000	Fund Balance Appropriation	\$ 45,395	\$ 45,395
Corps of Engineers	78-911-444-010	Investment Income	\$ 5	\$ 5
		<i>Subtotal</i>	\$ 54,400	\$ 54,400
20 MGD	78-922-461-064	Transfer from Regional Fund 64	\$ 610,000	\$ 766,000
20 MGD	78-922-491-000	Fund Balance Appropriation	\$ 1,997,006	\$ 1,997,006
20 MGD	78-922-444-010	Investment Income	\$ 494	\$ 494
		<i>Subtotal</i>	\$ 2,607,500	\$ 2,763,500
Regional CR	78-865-461-064	Transfer from Regional Fund 64	\$ 50,000	\$ 50,000
Regional CR	78-865-491-000	Fund Balance Appropriation	\$ 174,718	\$ 174,718
Regional CR	78-865-444-010	Investment Income	\$ 82	\$ 82
		<i>Subtotal</i>	\$ 224,800	\$ 224,800
		<b>Total Revenues</b>	<b>\$ 2,886,700</b>	<b>\$ 3,042,700</b>
<b>Expenditures</b>				
<i>Departmental Expenditures</i>				
	78-911-509-850	Corp of Engineers Reserve	\$ 54,400	\$ 54,400
	78-922-509-850	20 MGD Reserve	\$ 2,607,500	\$ 2,763,500
	78-865-509-850	Regional Capital Reserve	\$ 224,800	\$ 224,800
		<b>Total Expenditures</b>	<b>\$ 2,886,700</b>	<b>\$ 3,042,700</b>
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -

**Section 14: 79: Rate Stabilization Capital Reserve Fund**

79 RATE STABILIZATION CAPITAL RESERVE FUND				FY14	
				City Manager Recommend	City Council Approved
<b>Revenues</b>					
<i>Revenues by Project</i>					
Water Plant	79-641-433-418	Water Reservation Fee-Granville Co.	\$ 951,100	\$ 951,100	
Water Plant	79-641-433-412	Water Reservation Fee-Vance Ph 1A	\$ 9,125	\$ 9,125	
	79-641-433-413	Water Reservation Fee- Vance Ph 2A&2B	\$ 43,750	\$ 43,750	
	79-641-444-010	Investments	\$ 30,547	\$ 30,547	
	79-641-491-000	Fund Balance Appropriation	\$ 2,052,278	\$ 2,052,278	
		<i>Subtotal</i>	\$ 3,086,800	\$ 3,086,800	
HWRF	79-652-461-031	Transfer from 31: Sewer Fund	\$ 264,200	\$ 264,200	
HWRF	79-652-444-010	Investments	\$ 60	\$ 60	
	79-652-491-000	Fund Balance Appropriation	\$ 274,640	\$ 274,640	
		<i>Subtotal</i>	\$ 538,900	\$ 538,900	
		<b>Total Revenues</b>	<b>\$ 3,625,700</b>	<b>\$ 3,625,700</b>	
<b>Expenditures</b>					
<i>Departmental Expenditures</i>					
Water Plant	79-641-535-750	20 MGD Rate Stabilization	\$ 3,086,800	\$ 3,086,800	
HWRF	79-652-535-750	HWRF Rate Stabilization	\$ 538,900	\$ 538,900	
		<b>Total Expenditures</b>	<b>\$ 3,625,700</b>	<b>\$ 3,625,700</b>	
		<i>Variance of Revenues to Expenditures</i>	\$ -	\$ -	

**PART 2: ESTABLISHING THE FY 13-14 PROPERTY TAX RATE**

**Section 15: Ad Valorem Property Tax Rate Established**

There is hereby levied an Ad Valorem property tax rate of \$0.62 on each one hundred dollars (\$100) valuation of taxable property, both real and personal, as listed for taxes as of 1 January 2013 for the purpose of raising the revenue set forth in the 10: General Fund budget estimates in order to finance its authorized appropriations necessary for the proper running of the government and delivery of its services to citizens and customers. The 2013 Ad Valorem property tax revenue is based on an estimated overall valuation of \$981,000,000 at a collection rate of 93.5%.

**PART 3: AUTHORIZING INCREASES IN FEES AND RATES**

**Section 16: Sanitation Fee Increased**

The monthly Sanitation Fee shall increase from \$27.00 to \$29.00 for all bills rendered on or after 1 July 2013, and shall be reflected in the Annual Fee Schedule, attached hereto and incorporated into this Ordinance.

## **Section 17: Planning and Zoning Fees Increased**

The various planning and zoning fees are hereby increased by varying amounts, said increases being more fully described in the Annual Fee Schedule, attached hereto and incorporated into this Ordinance.

### **Rezoning Application**

- Zoning Map Amendment to Residential District: \$350.00 plus \$50 per acre or part thereof
- Zoning Map Amendment – Other: \$350.00 plus \$100.00 per acre or part thereof
- Review by Technical Review Committee: \$200.00

Special Use Permit: \$350.00

Variances: \$350.00

### **Zoning Permit**

- Residential: \$100.00
- Commercial: \$100.00
- Name Change/Change of Ownership: \$100.00
- Home Occupation Permit: \$100.00
- Certificate of Zoning Compliance: \$50.00

## **Section 18: Fire Inspection Fee Established**

A new, mandatory fire inspection fee shall be established for State Mandated Fire Inspections, said fee shall be reflected in the Annual Fee Schedule, attached hereto and incorporated into this Ordinance.

### **State Mandated Fire Inspections**

#### Initial Inspection Fee

Up to 50,000 sf: \$55.00

50,001 to 500,000 sf: \$105.00

Greater than 500,000 sf: \$120.00

#### Re-Inspections Fees for State Mandated Fire Inspections

1<sup>st</sup>: \$0.00

2<sup>nd</sup>: \$55.00

3<sup>rd</sup>: \$110.00

4<sup>th</sup>: \$225.00

**Section 19: Sewer Rate Increased**

The Sewer Rate shall be increased by 1% on all customers for all bills rendered on or after 1 July 2013 as reflected in the following Table, and said rates shall be included in the Annual Fee Schedule.

<b>Sewer Rates FY 13-14</b>				
	<b>Minimum Charge</b>	<b>Plus</b>	<b>0 - 10,000 CF per 100 CF</b>	<b>Over 10,001 CF per 100 CF</b>
<b>In City</b>	\$ 13.34	<i>plus</i>	\$ 4.75	\$ 3.40
<b>Out of City</b>	\$ 33.34	<i>plus</i>	\$ 11.88	\$ 8.54
<b>Note:</b> CF = cubic feet of water consumed or sewer metered through a sewer measuring device				

**PART 4: SPECIAL AUTHORIZATIONS**

**Section 20: Special Authorizations**

The City Manager shall be authorized to re-allocate departmental appropriations among the various objects of expenditures within any budget department as he deems appropriate and necessary. Additionally, he shall be authorized to re-allocate departmental appropriations among other departments within the same fund via an intra-fund transfer as he deems appropriate and necessary. Notation of such appropriations shall be made to the City Council on the next financial report. All inter-fund transfers must also be approved in advance by the Finance Director.

**Section 21: Restrictions**

- The inter-fund transfer of funds shall be made only with the prior consent of City Council via a formal Budget Ordinance Amendment.
- Contingency funds shall only be appropriated with the prior consent of City Council via a formal Budget Ordinance Amendment.
- Funds may only be appropriated from the Capital Reserve funds 70: Utilities Capital Reserve Fund; 72: General Capital Reserve Fund; 73: Economic Development Capital Reserve Fund; 78: Regional Water Capital Reserve Fund; and 79: Rate Stabilization Capital Reserve Fund; with the prior consent of the City Council via a formal Budget Ordinance Amendment.

## **Section 22: Capital Project and Grant Project Funds**

- The City Manager may recommend to the City Council the establishment of any new capital project and or grant project, or recommend amendments to existing capital project and/or grant project via a formal Budget Ordinance Amendment.
- Capital projects and grant projects are considered to be open for the life of the project and shall be reported to City Council in the same manner in which regular financial reports are provided.
- Once a capital and/or grant project is authorized by City Council, the City Manager may treat said project as though it were any other operating fund provided if such actions are consistent with project and/or grant restrictions and guidelines.

## **Section 23: Utilization of Budget and Budget Ordinance**

The FY 13-14 Budget Ordinance and the Budget it adopts shall be the basis of the financial plan for the City of Henderson for the period beginning 1 July 2013 and ending 30 June 2014. The City Manager shall administer guidance and direction to the Department Directors and/or other duly authorized staff to implement their appropriate portion of the Budget. Copies of the Budget Ordinance and its appropriate detail shall be provided to the Finance Director and all Department Directors. The Finance Director shall establish records consistent with the Budget and its authorizing Ordinance and in compliance with the North Carolina General Statutes and rules and regulations as may exist or be promulgated in the future by the North Carolina Local Government Commission.

## **PART 5: FEE SCHEDULE AFFIRMED AND READOPTED**

### **Section 24: Fee Schedule Affirmed and Readopted**

The Annual Fee Schedule incorporates the rates and fees associated with the various changes for services and penalties for violations of City Codes. The Annual Fee Schedule is more fully articulated in *Attachment 1* to this Ordinance and is hereby reaffirmed and adopted as part of this Ordinance.

## **PART 6: APPROVAL OF CAPITAL IMPROVEMENTS PLANS**

### **Section 25: Utilities Multi-Year Capital Improvements Plan**

The Utilities Multi-Year Capital Improvements Plan (CIP) for the period 2012 – 2021, and initially approved on 13 June 2011 via Resolution 11-59 is hereby reaffirmed and readopted as the City of Henderson's multi-year capital improvements plan for its Regional Water, Water and Sewer systems. Said CIP is on permanent file in the Office of the City Clerk and is incorporated herein as part of this Ordinance by reference.

**Section 26: General Fund Multi-Year Capital Improvements Plan**

The General Fund Multi-Year Capital Improvements Plan (Plan) for the period 2014-2018 is hereby adopted as the City of Henderson’s multi-year general improvements plan. Said Plan is on permanent file in the Office of City Clerk and is incorporated herein as part of this Ordinance by reference.

**PART 7: FY14 AMENDMENT #1**

**Section 27: Amending the FY14 Budget to Reflect the Appropriation from 64: Regional Water Enterprise Fund to 46: CIP Regional Water Fund for 46-937: Inter-Basin Transfer of Water Project.**

		<b>Ordinance 13-19</b>			
		FY 13-14 Budget Amendment # 1			
FUND:	46: CIP Regional				
PROJECT:	937: Inter-Basin Transfer Permit				
		Initial Budget	Current Budget	Amendment	Revised
<b>937: Inter-Basin Transfer Permit</b>					
From 64: Regional Water Fund	46-937-461-064	\$ 119,988	\$ 307,988	\$ 38,000	\$ 345,988
From 64: Regional Water Fund	46-937-461-065	\$ -	\$ 525,000	\$ -	\$ 525,000
Investments	46-937-444-010	\$ -	\$ 12	\$ -	\$ 12
<b>Total</b>		<b>\$ 119,988</b>	<b>\$ 833,000</b>	<b>\$ 38,000</b>	<b>\$ 871,000</b>
					\$ 871,000
		Initial Budget	Current Budget	Amendment	Revised
<b>937: Inter-Basin Transfer Permit</b>					
IBT Professional Services	937-500-400	\$ -	\$ 41,224	\$ 38,000	\$ 79,224
IBT Contingency	937-509-900	\$ -	\$ 188,012	\$ -	\$ 188,012
IBT Planning/Design	937-510-100	\$ 119,988	\$ 119,988	\$ -	\$ 119,988
IBT Engineering	937-510-301	\$ -	\$ 483,776	\$ -	\$ 483,776
					\$ -
<b>Total</b>		<b>\$ 119,988</b>	<b>\$ 833,000</b>	<b>\$ 38,000</b>	<b>\$ 871,000</b>
					\$ 871,000
<i>Variance</i>				\$ -	
<b>Reference:</b>					
Initial Ordinance was established 10 April 2006 (ordinance unnumbered); See also Ordinance 12-29 dated 9 April 2012.					
This amendment has the effect of transferring the \$38,000 in funding established as part of 64-660-561-046 as authorized in the FY14 Budget Adoption Ordinance 13-19, Part 1, Section 6.					

**PART 8: ADOPTION OF BUDGET AND RELATED AUTHORIZING INSTRUMENTS**

**Section 28: Effective Date**

This Ordinance shall become effective on 1 July 2013.

**Section 29: Adoption**

The foregoing Ordinance 13-19, 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 24<sup>th</sup> day of June 2013: YES: . NO: . ABSTAIN: . ABSENT: .

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

**ATTEST:**

\_\_\_\_\_  
Esther McCrackin, City Clerk

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

**STATE OF NORTH CAROLINA - CITY OF HENDERSON**

I, Esther McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 13-19 adopted by the Henderson, City Council in Regular Session on 24 June 2013. This Ordinance is recorded in *Ordinance Book 9*, p.\*\*\*.

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

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

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

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

## Annual Fee Schedule FY 13-14

**Cemetery<sup>1</sup>**

Grave Plot.....\$750.00

**Engineering**

Soil Erosion & Sedimentation Control Permit  
 Plan Review Fee (.50 - .999 Acres).....\$75.00  
 Plan Review Fee (1- 3 acres).....\$100.00  
 Plan Review Fee (more than 3 Acres plus \$20.00 per Acre).....\$125.00

Soil Erosion & Sedimentation Control Permit  
 Permit Inspection Fee (.50 - .999 Acres).....\$125.00  
 Permit Inspection Fee (1 – 3 Acres).....\$225.00  
 Permit Inspection Fee (more than 3 Acres plus \$25.00 per Acre).....\$325.00  
 Stormwater Permit Review Fee.....\$400.00  
 Maps.....\$1.00 to \$20.00  
 Petition to Close Street.....\$900.00

**Finance**

Late Fee (One Time Waiver within a rolling 12 month period with Good Standing History).....\$12.00  
 Privilege Licenses..... (See Privilege Licenses)  
 Reconnection Fee.....\$13.00  
 Returned Check Fees.....\$25.00  
 Security Deposits (see below)

<b>Water and Sewer Security Deposits' Schedule</b>				
Approved Ordinance 13-10 March 11, 2013				
	<b>Residential In-City</b>	<b>Current</b>	<b>R-Tier 1 Deposit</b>	<b>R-Tier 2 Deposit</b>
	Water, Sewer & Sanitation		\$150.00	2.5 times average monthly bill
	Water & Sewer Only (for those living in apartment complexes providing commercial green boxes)		\$150.00	2.5 times average monthly bill
	Water or Sewer & Sanitation		\$150.00	2.5 times average monthly bill
	<b>Residential Out-of-City</b>			
	Water & Sewer		\$200.00	2.5 times average monthly bill
	Water Only		\$200.00	2.5 times average monthly bill
	Sewer Only		\$200.00	2.5 times average monthly bill
	<p><b>R-Tier 1 Deposit</b> is the deposit required by any new residential customer establishing an account and not able to provide a satisfactory letter of good payment history from his/her most recent water/sewer utility provider. Additionally, any existing residential customer as of the effective date of this Ordinance (1 April 2013) whose service is subject to disconnection because of non-payment will be required to increase his/her security deposit to the R-Tier 1 Deposit rate in order to re-establish service.</p>			
	<p><b>R-Tier 2 Deposit</b> is the deposit required of any existing residential customer whose service has been subject to disconnection for non-payment twice within a rolling 18-month period. Such customers will have to increase their security deposit on-file to 2.5 times their average monthly bill in order to have service restored. Additionally, if any person seeking to establish service with the City is found to have an arrears balance from prior service with the City, he/she shall be required to establish a security deposit equal to 2.5 times an average residential monthly bill, even if he/she can provide a letter of good payment history from his/her most recent water/sewer utility provider.</p>			

<sup>1</sup> City stopped opening/closing graves in 2011

<b>Commercial/Non-Profit &amp; Industrial In-City</b>			
	<i>Based on Total Consumption</i>	<b>Current</b>	<b>CNI-Tier Deposit</b>
	Water, Sewer & Sanitation (for downtown businesses not able to use commercial green box services)		2.5 times average monthly bill
	Water & Sewer Only		2.5 times average monthly bill
<b>Commercial/Non-Profit &amp; Industrial Out-of-City</b>			
	<i>Based on Total Consumption</i>		
	Water & Sewer		2.5 times average monthly bill
	Water Only		2.5 times average monthly bill
<p><b>CNI-Tier Deposit</b> is the deposit required by any new commercial, non-profit or industrial customer applying for service with the City and cannot provide a satisfactory letter of good payment from his/her most recent water/sewer utility provider. Existing customers whose service is subject to disconnection due to non-payment will be required to increase his/her security deposits to 2.5 times their average monthly bill in order to re-establish service.”</p>			

**Fire**

Fire Reports.....	\$1.00
Fire Code Violation Citations	
Approved Fire Evacuation Plan Required and Posted.....	\$50.00
Street Address not Posted.....	\$50.00
Street Address not Visible.....	\$50.00
Key Boxes.....	\$50.00
Breach in Fire Wall/Fire Stops.....	\$50.00
Fire/Exit Door Inoperative.....	\$200.00
Fire Alarm Needs Testing.....	\$50.00
Sprinkler or Fire Alarm Inoperable.....	\$200.00
Sprinkler/Standpipe not Complying with Code.....	\$50.00
Sprinkler Heads Blocked/Covered (immediate).....	\$500.00
Standpipe System not Complying with Code.....	\$50.00
Portable Fire Extinguisher.....	\$50.00
Fire Alarm and Detection Systems.....	\$50.00
Overcrowding (immediate).....	\$500.00
Maximum Occupancy Load Certificate not Posted.....	\$50.00
Storage in or on Fire Escape (immediate).....	\$500.00
Blocked Stairwells or Stairways.....	\$500.00
Blocked Means or Egress.....	\$500.00
No Required Exit Directional Signs.....	\$50.00
Exit Illuminated and Markings.....	\$50.00
Locked Exit Door (immediate).....	\$500.00
Exit or Egress Door Needs Repair.....	\$50.00
Fire Exit or Aisle Blocked.....	\$500.00
Spray Booth Not Complying to Code.....	\$50.00
All Other Code Violations.....	\$50.00
State Mandated Fire Inspections	
Initial Inspection	
Up to 50,000 sf.....	\$55.00
50,001 to 500,000 sf.....	\$105.00
Greater than 500,000 sf.....	\$120.00
Re-Inspections	
1 <sup>st</sup> Re-inspection.....	\$0.00
2 <sup>nd</sup> Re-inspection.....	\$55.00
3 <sup>rd</sup> Re-inspection.....	\$110.00
4 <sup>th</sup> Re-inspection.....	\$225.00

**Planning**

Rezoning Application	
Zoning Map Amendment to Residential District.....	\$350.00 plus \$50 per acre or part thereof
Zoning Map Amendment – Other.....	\$350.00 plus \$100.00 per acre or part thereof
Review by Technical Review Committee.....	\$200.00
Sign Permit	
0-50 sq. ft.....	\$25.00
51 – 100 sq. ft.....	\$50.00
101 – 200 sq. ft.....	\$75.00
201 sq ft. and larger.....	\$100.00
Subdivision Plat Approval	
Major.....	\$250.00 plus \$10.00 per lot
Minor.....	\$150.00
Minor Residential.....	\$100.00
Exempt.....	\$50.00
Special Use Permit.....	\$350.00
Text Amendment	
Change affecting only one subsection of Ordinance.....	\$100.00
Other.....	\$150.00
Variances.....	\$350.00
Zoning Permit	
Residential.....	\$100.00
Commercial.....	\$100.00
Name Change/Change of Ownership.....	\$100.00
Home Occupation Permit.....	\$100.00
Certificate of Zoning Compliance.....	\$50.00
Zoning Ordinance.....	\$25.00
Subdivision Regulations.....	\$25.00
Exempt Plat.....	\$60.00

**Police**

Handicapped/Fire Lane Parking.....	\$75.00
Fire Hydrant, Loading Zone, Blocking Driveway, No Parking Zone, Parking on Wrong Side of Street, Parking on Sidewalk, Blocking Sidewalk/Crosswalk, Double Parking.....	\$20.00
Overtime Parking, Parking too Close to Corner, Other.....	\$8.00

**Privilege Fees**

Code/Category	Fee
1 Advertisement.....	\$35.00
2 Amusements (Entertainments, Dances, Traveling, Banquet Room Rental).....	\$25.00
3 Adult Entertainment Sales (Annual Fee).....	\$800.00
4 Antique Furniture.....	\$50.00
5 Auto Service Station.....	\$12.50
6 Automobile Dealer (New & Used).....	\$25.00
7 Bakery Products.....	\$50.00
8 Balloons, Novelties, Souvenirs.....	\$10.00
9 Barber Shops (Per Chair).....	\$2.50
10 Beauty Shops (Per Chair).....	\$2.50
11 Beer Off Premises.....	\$5.00
12 Beer On Premises.....	\$15.00
13 Bicycle Dealer.....	\$25.00

**Privilege Fees**

Code/Category	Fee
14 Billiard Tables.....	\$25.00
15 Book Store.....	\$20.00
16 Bowling Alleys (Per Lane).....	\$10.00
17 Brick Dealers and Manufacturers.....	\$20.00
18 Brokers & Commission Merchants.....	\$50.00
19 Building Materials.....	\$50.00
20 Cabinet & Carpenter Shops (1 Emp).....	\$20.00
21 Cabinet & Carpenter Shops (2 Or More Emp).....	\$50.00
22 Car Wash.....	\$12.50
23 Carnival Companies.....	300.00
24 Chain Stores.....	\$50.00
25 Check Cashing Business.....	\$100.00
26 Cigarette, Cigar, Tobacco.....	\$4.00
27 Circus & Animal Shows (Per Day).....	\$25.00
28 Clothing Stores.....	\$50.00
29 Cold Storage & Freezer Locker.....	\$100.00
20 Collection and Claim Agencies.....	\$50.00
31 Confectionery & Fruit Stands.....	\$30.00
32 Contractor – Electrical.....	\$50.00
33 Contractor – General.....	\$10.00
34 Contractor – Heating / Air.....	\$50.00
35 Contractor – Plumbing.....	\$50.00
36 Contractor – Sprinkler System.....	\$100.00
37 Contractor – Wallpaper Hanging.....	\$20.00
38 Contractor - Roofing.....	\$50.00
39 Contractor – Painting.....	\$10.00
40 Cotton Warehouse.....	\$100.00
41 Creameries or Dairies.....	\$50.00
42 Day Cares.....	\$50.00
43 Dealer of Firearms.....	\$50.00
44 Dealer of Other Weapons.....	\$200.00
45 Drugstores.....	\$3.00
46 Dry Cleaners.....	\$50.00
47 Electric Company.....	\$100.00
48 Electronic Gaming Operations – (Per Terminal).....	\$1,000.00
49 Electronic Gaming Operations – Annual Fee.....	\$2,000.00
50 Employment Agencies.....	\$100.00
51 Express Companies.....	\$100.00
52 Feed or Grain Stores.....	\$50.00
53 Fertilizer Dealers.....	\$50.00
54 Gas Company.....	\$100.00
55 Gas, Benzene, Lube, Oil & Grease.....	\$100.00
56 Grocery Stores.....	\$30.00
57 Hardware Stores.....	\$50.00
58 Harvesting & Agricultural Machine.....	\$50.00
59 Health Facilities, Spas, Gyms, etc.....	\$50.00
60 Hotels Per Room (\$25.00 Minimum).....	\$1.00
61 Ice Cream Mfg, & Dealer – Retail.....	\$2.50
62 Ice Cream Mfg. & Dealer – Wholesale.....	\$25.00
63 Ice Dealers.....	\$50.00
64 Itinerant Merchants & Salesman.....	\$100.00
65 Jewelry Repair.....	\$20.00

**Privilege Fees (Con't)**

Code/Category	Fee
66 Jewelry Stores	\$50.00
67 Juke Box (Each)	\$5.00
68 Junk Dealers	\$75.00
69 Knitting Mills	\$50.00
70 Laundries/Laundrettes	\$30.00
71 Lawn Care & Mowing	\$50.00
72 Loan Agencies	\$100.00
73 Locksmiths	\$50.00
74 Lunch Stands	\$5.00
75 Manufacturers	\$10.00
76 Meat Retailers	\$50.00
77 Meat Wholesale	\$100.00
78 Merry-Go-Round, Etc. (Arcade Games)	\$50.00
79 Metal & Machine Shop	\$50.00
80 Mills, Corn, Flour or Feed	\$60.00
81 Miscellaneous	\$50.00
82 Monument Erecting & Sales	\$80.00
83 Motorcycle/ATV/Scooter Dealer	\$12.50
84 Movie Theaters	\$200.00
85 Musical Instrument Sales	\$10.00
86 Nail Salon (per chair)	\$2.50
87 Newspaper Sales	\$50.00
88 Office Supplies & Servicing	\$50.00
89 Operators of Vending Machines	\$20.00
90 Outdoor Theaters	\$100.00
91 Pawnbroker	\$100.00
92 Peddler (Cart or Vehicle)	\$25.00
93 Peddler (on foot)	\$10.00
94 Photo Engravers	\$20.00
95 Piano Repairers & Tuners	\$5.00
96 Printing Establishments	\$20.00
97 Rags, Hides, Wastepaper Dealers	\$20.00
98 Repair Shop	\$20.00
99 Restaurants (0-4 Seats)	\$25.00
100 Restaurants (5 or More Seats)	\$42.50
101 Retail Merchants	\$50.00
102 Secondhand Dealers	\$40.00
103 Security Dealers	\$100.00
104 Service Merchant	\$50.00
105 Shoe Shop	\$20.00
106 Sporting Goods	\$50.00
107 Storage Warehouse/ Mini Storage	\$100.00
108 Sundries	\$4.00
109 Tailors	\$30.00
110 Tanning Salon (Per Unit)	\$5.00
111 Tattoo or Body Piercing (Per Emp)	\$100.00
112 Taxicab (Per Vehicle)	\$30.00
113 Telegraph Companies	\$50.00
114 Tobacco Leaf Dealers	\$50.00
115 Tobacco Warehouses	\$50.00
116 Undertakers & Coffin Retailers	\$50.00
117 Upholstery Shops	\$20.00

**Privilege Fees (Con't)**

Code/Category	Fee
118 Video Games (Each).....	\$5.00
119 Video Rental.....	\$25.00
120 Wholesale Auto, Equipment/Supplies.....	\$37.50
121 Wholesale Dealers.....	\$100.00
122 Wine On Premises.....	\$15.00
123 Wine Off Premises.....	\$10.00
124 Wood & Coal Dealer – Retail.....	\$50.00
125 Wood & Coal Dealer – Wholesale.....	\$150.00
126 Wood Dealers.....	\$20.00
127 Wrestling & Boxing.....	\$100.00
128 Fish & Oyster Dealer – Retail.....	\$50.00
129 Florist.....	\$30.00

**Regional Water**

Bacteria Analysis (Contractors).....	\$50.00
Bacteria Analysis (Partners).....	\$35.00
Potable Water (Used Rate).....	\$1,931.00
Potable Water (Fixed Rate).....	\$1,235.00

**Sanitation**

Sanitation Charge – Monthly	
1 Pickup per week per dwelling (includes one 96 gallon roll-out).....	\$29.00
Additional 96 gallon roll-out container.....	\$3.87
2 Pickups per week per business.....	\$52.00
3 Pickups per week per business.....	\$78.00
4 Pickups per week per business.....	\$104.00
5 Pickups per week per business.....	\$130.00
Roll-out Container Replacement Fee.....	\$75.00
Large Trash Collection Fee.....	\$75.00 per hr (min. \$75.00)
Appliance Collection Fee.....	\$15.00 per item
Commercial Recycle Monthly (ABC License only)	
Weekly pickup.....	\$30.00
Construction Materials.....	\$350.00 per hr (min. \$350.00)
Landfill Fee (Business Customers only).....	\$5.50

**Sewer Collection**

Sewer Rates <sup>2</sup>	
10,000 cubic ft or less (inside city).....	\$13.34 minimum plus \$4.75 per 100 cu. ft.
Over 10,000 cubic ft (inside city).....	\$13.34 minimum plus \$3.40 per 100 cu. ft.
10,000 cubic ft or less (outside city).....	\$33.34 minimum plus \$11.88 per 100 cu. ft.
Over 10,000 cubic ft (outside city).....	\$33.34 minimum plus \$8.54 per cu. ft.
Sewer Taps	
4" Sewer Tap.....	\$1,000
6" Sewer Tap (within manhole).....	\$1,200
Above 6" Sewer Tap.....	Actual cost of labor, equipment & material plus 10%
Capacity Usage Fee.....	\$0.75/gallon (gallons determined by type of establishment)
Rentals	
Jet Vac Machine.....	\$300.00 per hour

<sup>2</sup> CF = Cubic Feet of water consumed or sewer metered through a sewer measuring device.

**Sewer Collection I&I**

Rentals

TV Camera Truck.....\$200.00 per hour

**Street**

Street Cuts

Asphalt Street (20'0" wide).....\$150.00  
Concrete Base Street (more than 4").....\$350.00  
Concrete Base Street (less than 4").....\$320.00  
Unpaved Street.....\$100.00

Sidewalk Cuts

Concrete Sidewalk (except Garnett St. from Spring St. to Church St.).....\$100.00  
Garnett Street (from Church St. to Spring St.).....\$150.00  
Curb and Gutter Cut (3 ft. minimum charge).....\$15.00/ft  
Encroachment Fee.....\$20.00

**Water Distribution**

Water Rates

0 – 499 cubic ft. (minimum fee – inside city).....\$10.07  
0 – 499 cubic ft. (minimum fee - outside city).....\$25.18  
500 – 4,000 cubic ft. (additional fee - inside city).....\$2.28 per 100 cubic ft.  
500 – 4,000 cubic ft. (additional fee - outside city).....\$5.70 per 100 cubic ft.  
Consumption exceeding 1<sup>st</sup> 4,000 cubic ft. (additional fee - inside city).....\$1.72 per 100 cubic ft.  
Consumption exceeding 1<sup>st</sup> 4,000 cubic ft. (additional fee - outside city).....\$4.30 per 100 cubic ft.

Large Quantity Water Rates

First 100,000 cubic ft. (inside city).....\$1.29 per 100 cubic ft.  
First 100,000 cubic ft. (outside city).....\$3.19 per 100 cubic ft.  
Consumption exceeding 100,000 cubic ft. (inside city).....\$1.03 per 100 cubic ft.  
Consumption exceeding 100,000 cubic ft. (outside city).....\$2.57 per 100 cubic ft.

Water Taps

¾" Water Tap.....\$1,235.00  
1" Water Tap.....\$1,340.00  
1" Water Tap w/ two ¾" Branch Meters.....\$1,590.00  
Above 1" Taps.....Actual cost of labor, equipment & materials plus 10%

Bulk Water

Inside Rate.....\$7.96 service connection (includes first 500 gallons)  
......006/gallons for any amount over 500  
Outside Rate.....\$13.79 service connection (includes first 500 gallons)  
......009/gallon for any amount over 500

Capacity Usage Fee.....\$0.50/gallon (gallons are determined by type of establishment)

Set Meter Fee

¾" Taps already in place.....\$300.00  
1" Taps already in place.....\$400.00

Fire Protection Sprinkler Fee.....based on sq. footage

Fire Hydrant Meter Deposit Fee (95% refundable if returned in good condition).....\$1,000.00

**Fire Hydrant – Category A**

Inside Rate - charge for floor space w/only a private fire line & fire hydrants(s) - no inside sprinkler	
Per 10,000 sq. feet - Minimum (A1).....	\$2.93
300,000 – 1,000,000 sq. feet (A1 + A2).....	\$1.61
1,000,000 sq. feet and above (A1 + A2 + A3).....	\$0.70
Outside Rate - charge for floor space w/only a private fire line & fire hydrants(s) - no inside sprinkler	
Per 10,000 sq. feet - Minimum (B1).....	\$5.98
300,000 – 1,000,000 sq. feet (B1 +B2).....	\$3.24
1,000,000 sq. feet and above (B1 + B2 + B3).....	\$2.27

**Fire Hydrant – Category B**

Inside Rate - charge for floor space protected w/ fire line, fire hydrant(s) and inside sprinkler	
Per 10,000 sq. feet - Minimum (A1).....	\$5.36
300,000 – 1,000,000 sq. feet (A1 + A2).....	\$2.23
1,000,000 sq. feet and above (A1 + A2 + A3).....	\$1.16
Outside Rate - charge for floor space protected w/ fire line, fire hydrant(s) and inside sprinkler	
Per 10,000 sq. feet - Minimum (B1).....	\$10.95
300,000 – 1,000,000 sq. feet (B1 + B2).....	\$4.45
1,000,000 sq. feet and above (B1 + B2 + B3).....	\$2.23

**Fire Hydrant – Category C**

Inside Rate - charge for floor space w/ fire hydrant(s) and inside sprinkler	
Per 10,000 sq. feet - Minimum (A1).....	\$8.29
300,000 – 1,000,000 sq. feet (A1 + A2).....	\$3.84
1,000,000 sq. feet and above (A1 + A2 + A3).....	\$1.81
Outside Rate - charge for floor space w/ fire hydrant(s) and inside sprinkler	
Per 10,000 sq. feet - Minimum (B1).....	\$16.93
300,000 – 1,000,000 sq. feet (B1 + B2).....	\$7.71
1,000,000 sq. feet and above (B1 + B2 + B3).....	\$4.49

Fire Hydrant – Subdivision outside of City limits (to be charged per lot when service is made).....\$1.76

**Water Distribution/Sewer Collection**

Utility Reconnection Fee.....	\$13.00
Account Set-up Fee.....	\$20.00
Late Payment Penalty.....	\$12.00
Meter Tampering Fee.....	\$200.00
Rental Fees (Add Personnel/Supervision/Materials fees below to rental fee)	
Pickup Trucks (3/4 and 1 Ton).....	\$25.00 per hour
Backhoe.....	\$60.00 per hour
Dump Truck.....	\$40.00 per hour
Tamp. Concrete Saw.....	\$20.00 per hour
Air Compressor.....	\$20.00 per hour
Personnel.....	Employee wage plus 10%
Supervision Charge.....	\$100.00 per hour
Materials.....	Material Cost plus 10%

**Water Reclamation**

Sewer Surcharges	
Biochemical Oxygen Demand.....	\$0.1941 lb.
Chemical Oxygen Demand.....	\$0.0968 lb.
Total Suspended Solids.....	\$0.0989 lb.
Total Kjeldahl Nitrogen.....	\$1.4845 lb.
Total Phosphorus.....	\$2.8697 lb.
Sampling Fee.....	\$9.06 to \$62.63
Priority Pollutant Scan – Sampling Fees.....	\$1,661.04
Mercury Clean Sampling Fee.....	\$377.52
Compliance Inspection – Pretreatment.....	\$754.98

Toxicity: Mini Chronic/Full Range .....	\$490.73 - \$1,094.79
Permit Fee for Discharge (based on gallons per day) .....	\$305.95 – \$758.49
Permit Fee for Discharge of Groundwater Remediation Project .....	\$605.52
FOG Compliance Inspection and Monitoring .....	\$7.64 per mo.
FOG Permit Fee .....	\$153.00

**Recreation**

Registration Fees – Youth

Youth Athletics Registration Fee (County Resident)	
Football, Volleyball, Soccer & Basketball .....	\$25.00
Youth Athletics Registration Fee (Non-Resident)	
Football, Volleyball, Soccer & Basketball .....	\$45.00
Babe Ruth Baseball & Softball .....	\$30.00
All Star .....	\$20.00

Youth Sponsorship Fees

T-Ball League Baseball .....	\$550.00
Rookie League Baseball .....	\$750.00
Cal Ripken League Minor Baseball .....	\$350.00
Cal Ripken League Major Baseball .....	\$375.00
Babe Ruth League Baseball .....	\$400.00
Babe Ruth League 8-Under Softball .....	\$750.00
Babe Ruth League 10-Under Softball .....	\$350.00
Babe Ruth League 12-Under Softball .....	\$350.00
Babe Ruth League 16-Under Softball .....	\$350.00
Youth Basketball, Soccer & Volleyball .....	\$250.00

Recreation Insurance .....	\$10.00
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Registration Fees - Adult

Team Registration Fee (Non-County Resident – add \$10.00 per person to fees below)	
Industrial League Basketball, Softball .....	\$420.00
Open League Basketball .....	\$420.00
Women’s Open Softball .....	\$300.00
Men’s Open Softball .....	\$420.00

Rentals (See *Rentals – For- Profit* or *Rentals – Non-Profit* also)

Batting Cage per hour (County) .....	\$10.00
Batting Cage per hour (Non-County) .....	\$15.00
Aycock Ballfield per field per hour (County) .....	\$10.00
Aycock Ballfield per field – lighted per hour (County) .....	\$20.00
All other Ballfields per field per hour (County) .....	\$10.00
All other Ballfields per field – lighted per hour (County) .....	\$15.00
Aycock Ballfield per field per hour (Non-County) .....	\$20.00
Aycock Ballfield per field – lighted per hour (Non-County) .....	\$40.00
All other Ballfields per field per hour (Non-County) .....	\$20.00
All other Ballfields per field – lighted per hour (Non-County) .....	\$30.00
Ballfield Weekend (Friday, Saturday & Sunday) (County) .....	\$200.00
Ballfield Weekend (Friday, Saturday & Sunday) (Non-County) .....	\$350.00

Rentals – Non-Profit

Aycock Ballfield per field per hour (County).....	\$10.00
Aycock Ballfield per field – lighted per hour (County).....	\$20.00
Aycock Ballfield one day / all four fields (County).....	\$200.00
All other Ballfields per field per hour (County).....	\$10.00
All other Ballfields per field – lighted per hour (County).....	\$15.00
Ballfield Weekend (Friday, Saturday & Sunday) (County).....	\$500.00
Lights per field per hour (County).....	\$20.00
Old Aycock Gym per hour (County).....	\$30.00
Aycock Ballfield per field per hour (Non-County).....	\$20.00
Aycock Ballfield per field – lighted per hour (Non-County).....	\$40.00
Aycock Ballfield one day / all four fields (Non-County).....	\$350.00
All other Ballfields per field per hour (Non-County).....	\$20.00

Rentals – Non-Profit (Con’t)

All other Ballfields per field – lighted per hour (Non-County).....	\$30.00
Ballfield Weekend (Friday, Saturday & Sunday) (Non-County).....	\$750.00
Lights per field per hour (Non-County).....	\$30.00
Old Aycock Gym per hour (Non-County).....	\$45.00

Rentals – For Profit

Aycock Ballfield – per field per hour (County).....	\$20.00
All other Ballfields per hour (County).....	\$15.00
Aycock Ballfield – per field – lighted per hour (County).....	\$30.00
All other Ballfields – lighted per hour (County).....	\$20.00
Aycock one day / all four fields (County).....	\$300.00
Old Aycock Gym per hour - 2 hour minimum (County).....	\$50.00
Aycock one day / all four fields (Non-County).....	\$500.00
Aycock Weekend / all four fields (Friday, Saturday & Sunday) (County).....	\$650.00
Aycock Ballfield per field per hour (Non-County).....	\$30.00
All other Ballfields per hour (Non-County).....	\$25.00
Aycock Ballfield – per field – lighted per hour (Non-County).....	\$40.00
All other Ballfields – lighted per hour (Non-County).....	\$30.00
Aycock Weekend / all four fields (Friday, Saturday & Sunday) (Non- County).....	\$800.00
Old Aycock Gym per hour – 2 hour minimum (Non-County).....	\$75.00
Lights per field per hour.....	\$25.00

Additional Services

Drag/Mark fields between each game per field (County).....	\$20.00
Drag/Mark fields after 2 games per field (County).....	\$15.00
Drag/Mark fields halfway through each day per field (County).....	\$10.00
Supply ice water in coolers w/cups per dugout per game (County).....	\$10.00
Drag/Mark fields between each game per field (Non-County).....	\$30.00
Drag/Mark fields after 2 games per field (Non-County).....	\$25.00
Drag/Mark fields halfway through each day per field (Non-County).....	\$20.00
Supply ice water in coolers w/cups per dugout per game (Non-County).....	\$15.00

Henderson Rec Players Tickets.....\$7.00

Special Events (Athletic)

District Tournament Daily Pass for Students.....	\$2.00
District Tournament Daily Pass for Adults.....	\$4.00
District Tournament Pass for entire Tournament.....	\$10.00
State Tournament Daily Pass for Students.....	\$2.00
State Tournament Daily Pass for Adults.....	\$5.00

State Tournament Pass for Entire Tournament .....	\$15.00
Athletic Event Daily Pass .....	\$3.00
Athletic Event Tournament Pass .....	\$6.00
Special Events (Non-Athletic) .....	not to exceed \$8.00

Aycock Center

Rental

Aquatics –

Pool Non-Profit - County (per hour).....	\$70.00
Pool Non-Profit – Non-County (per hour) .....	\$75.00
Pool For-Profit – County (per hour).....	\$125.00
Pool For Profit – Non-County (per hour).....	\$175.00
Swim Teams & Clubs – Private County (per lane, per hour).....	\$6.00
Swim Teams & Clubs – Private Non-County (per lane, per hour).....	\$12.00
Swim Teams & Clubs – County (per lane/per hour).....	\$0.00
Swim Teams & Clubs – Non-County (per lane, per hour).....	\$9.00
Swim Lessons .....	\$5.00
Water Aerobics (per class – 5 per week).....	\$2.00

Gymnasium

Aycock Recreation Complex Non-Profit per hour – County.....	\$70.00
Aycock Recreation Complex Non-Profit per hour – Non-County.....	\$85.00
Aycock Recreation Complex - Non-Profit Private Team - County (per practice/game).....	\$22.00
Aycock Recreation Complex - Non-Profit Private Team – Non-County (per practice/game).....	N/A
Aycock Recreation Complex For- Profit per hour – County.....	\$100.00
Aycock Recreation Complex For-Profit per hour – Non-County.....	\$150.00
Multi-purpose Room Non-Profit per hour – County.....	\$70.00
Multi-purpose Room Non-Profit per hour – Non-County.....	\$75.00
Multi-purpose Room For-Profit per hour – County.....	\$125.00
Multi-purpose Room For-Profit per hour – Non-County.....	\$175.00

Fees

Aycock Recreation Center

Resident – Daily

Adult Single Admission .....	\$5.00
Teen 18 and under.....	\$2.00
Senior 55 and over.....	\$2.00

Resident – Monthly

Adult Single Admission .....	\$30.00
18 and under.....	\$25.00
Senior 55 and over.....	\$25.00

Non-Resident – Daily

Adult Single Admission .....	\$10.00
18 and under.....	\$5.00
Senior 55 and over.....	\$5.00

Non-Resident – Monthly

Adult Single Admission .....	\$50.00
18 and Under.....	\$45.00
Senior 55 and Over.....	\$45.00

Resident Family Pass – Monthly

Family Pass.....	\$35.00
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Seniors 55 and Over.....	\$25.00
Non-Resident Family Pass – Monthly	
Family.....	\$65.00
Seniors 55 and Over.....	\$50.00
City/County/State Employee – Monthly	
Family Pass.....	\$17.00
Adult.....	\$15.00
Senior 55 and Over.....	\$12.00

Classes/Programs

Preschool per class.....	\$3.00
Walking Program per month (Adult/Senior).....	\$15.00
Swim Group.....	\$2.00

Camps

Summer Day Camp – per week (8-11 year olds).....	\$30.00
Swim Camp.....	\$10.00

## City Council Action Form

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



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

Council Meeting: 24 June Short Reg. Meeting

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14 June 2013

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

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

**RE:** CAF: 13-74

**Consideration of Approval of 1) Resolution 13-51, Authorizing the Mayor to Execute an Agreement with ECS Carolinas, LLP to Perform Construction Materials Testing Services Relative to Planning and Design for Improvements at the Henderson Water Reclamation Facility, and 2) Ordinance 13-37, FY 2012-2013 Budget Amendment #40, An Amendment to the CIP Sewer Fund for Post-Bid Estimates.**

**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:**

Consideration of Approval of:

- **1) Resolution 13-51, Authorizing the Mayor to Execute an Agreement with ECS Carolinas, LLP to Perform Construction Materials Testing Services Relative to Planning and Design for Improvements at the Henderson Water Reclamation Facility; and**
- **2) Ordinance 13-37, FY 2012-2013 Budget Amendment #40, An Amendment to the CIP Sewer Fund for Post-Bid Estimate.**

### **Executive Summary**

ECS Carolinas, LLP performed the subsurface exploration and geotechnical engineering work, which was used by McGill Associates to complete the design of the improvements to the Henderson Water Reclamation Facility. Due to their knowledge of the site and familiarity with the work performed thus far, it is recommended that they perform the Construction Materials

CAF 13-74: 24 June 13 Council Meeting

Testing Services. McGill Associates has reviewed the proposal along with the city staff and recommends approval of the contract. The estimated cost to perform this work is \$115,810. Based on past projects administered by McGill Associates, it is felt that final cost will come in under that amount.

The existing budget for this work, including the previously performed subsurface and geotechnical work, is \$100,000. Should the total estimated amount be used, the remaining funds would have to be moved from the contingency line item of which there is \$672,950.

1. Resolution 13-51
2. Ordinance 13-37

## RESOLUTION 13-51

### A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ECS CAROLINAS, LLP TO PERFORM CONSTRUCTION MATERIALS TESTING SERVICES RELATIVE TO PLANNING AND DESIGN FOR IMPROVEMENTS AT THE HENDERSON WATER RECLAMATION FACILITY

**WHEREAS**, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2013 Strategic Planning Retreat; *and*

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

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

**WHEREAS**, the Council authorized submission of an application on 14 February 2011 via Resolution 11-12, requesting State loan and/or grant assistance from the State Revolving Fund Grant/Loan; *and*

**WHEREAS**, ECS completed the subsurface exploration and geotechnical work required to complete the design process; *and*

**WHEREAS**, the subservice exploration and geotechnical work was successfully completed, and ECS is familiar with the existing site and is recommended that ECS Carolina, LLP be contracted to perform the construction materials testing services.

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

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

The foregoing Resolution 12-38, upon motion of Council Member \_\_\_\_\_ and second by Council Member \_\_\_\_\_, and having been submitted to a roll call vote received the following votes and was \_\_\_\_\_ on this the \_\_\_ day of \_\_\_\_\_ 2011:  
YES: . NO: . ABSTAIN: . ABSENT: .

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

**ATTEST:**

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

Approved to Legal Form:

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

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



May 10, 2013

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

RE: **Proposal for Construction Materials Testing Services  
Henderson Water Reclamation Facility Improvements  
1646 West Andrews Avenue  
Henderson, North Carolina  
ECS Proposal Number 06:16619P**

Dear Mr. Frazier:

ECS Carolinas, LLP (ECS) is pleased to submit this proposal to provide Construction Materials Testing Services for the proposed improvements at the Henderson Water Reclamation Facility at 1646 West Andrews Avenue in Henderson, North Carolina. This proposal reviews our understanding of the project information, outlines our proposed scope of services and presents our fee estimate along with the applicable schedule of unit rates that will apply for this project.

Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, testing and engineering consulting services. Also, our automated Field Reporting and Electronic Distribution (FRED) system can provide an efficient reporting of field and laboratory activities as discussed later. Finally, as you are aware, ECS is the geotechnical engineer of record for this project, and we are intimately familiar with the subsurface conditions at the site, including the presence of uncontrolled fill, partially-weathered rock, and intact bedrock.

#### **PROJECT UNDERSTANDING**

We understand the project consists of site work (which includes underground utility installation and site grading), demolition of some existing structures, and construction of the following structures:

- Administration Building (approx. 3,000 s.f., cast-in-place concrete, steel and wood framing)
- Maintenance (approx. 3,900 s.f., cast-in-place concrete, steel and wood framing)
- Oxidation Ditches 1 & 2 (approx. 42,500 s.f., cast-in-place concrete)
- Clarifiers 1 & 2 (approx. 100' diameter tanks, cast-in-place concrete and steel)
- Clarifier Splitter Box (200 s.f., cast-in-place concrete)
- Oxidation Electrical Buildings 1 & 2 (260 s.f. and 160 s.f., cast-in-place concrete, masonry, and wood framing)
- Sludge Thickening Building (approx. 2,000 s.f., cast-in-place concrete)
- Influent Pump Station (approx. 1,000 s.f., cast-in-place concrete and steel)
- Influent Pump Station Electrical Building (160 s.f., cast-in-place concrete, masonry, and wood framing)
- Headworks Facility (approx. 80' long, with two circular tanks, cast-in-place concrete)
- Return Activated Sludge/Waste Activated Sludge Pump Station (660 s.f., cast-in-place concrete and steel)

- RAS/WAS Pump Station Electrical Building (160 s.f., cast-in-place concrete, masonry, wood framing)
- Aerobic Digester Improvements (cast-in-place concrete)

The site has been previously developed for construction of the existing facility. We understand that the existing Oxygen Facility, the Primary Clarifier, four Primary Filter Tanks, and Sludge Drying Beds will be demolished, and that the existing Aeration Basin, Sludge Thickener and associated Pump Station, four Final Clarifier Tanks, Headworks facility, Anaerobic Digesters, and Secondary Clarifiers will be abandoned.

We understand that excavation of existing materials will be required to establish finished soil subgrades for the new structures, and based on our geotechnical exploration, we anticipate that existing uncontrolled fill and very loose residual soils will require overexcavation for the Sludge Thickening Facility foundation support, and that intact bedrock as indicated by auger refusal during our geotechnical exploration may require ripping and/or blasting for excavations to reach the proposed grades.

#### **SCOPE OF SERVICES**

The following items were provided to ECS to assist in our preparation of this proposal:

- Conformed Drawings dated August 2012, prepared by McGill Associates.
- Conformed Specifications dated August 2012, prepared by McGill Associates.
- ECS Geotechnical Exploration Report, dated May 18, 2012.
- Preliminary Construction Schedule, dated March 1, 2013, prepared by Devere Construction.

We propose to provide qualified engineers and field technicians to perform requested services. Based on the information provided to ECS, the following construction materials testing services are specified on this project:

#### **Soils**

- Conduct laboratory Proctor compaction tests (ASTM D-698), natural moisture content determinations (ASTM D-2216), and USCS soils classifications (ASTM D-2487, D-4318, D-6913) on representative fill soils.
- Observe and proofroll the exposed subgrade elevation after stripping the site to verify that objectionable soils have been removed.
- Conduct in-place field density tests to verify the percent compaction achieved during structural fill placement.
- Report daily soils inspection and testing activities to the appropriate project representatives and contractor.

#### **Foundations**

- Observe and test soils with a Dynamic Cone Penetrometer at footing bearing level to verify that the soils encountered are satisfactory for the allowable design pressure recommended.
- Observe the foundation excavations for proper dimensions and formwork installation if applicable.

**Concrete**

- Visually check the concrete in each truck as it arrives on site for proper slump and observe general placement procedures.
- Sample and test plastic concrete to include slump tests, air content, unit weight of concrete, and temperature.
- Observe concrete placement procedures.
- Make and cure concrete cylinder test specimens for compressive strength testing per specifications.
- Return test specimens to our laboratory for final curing.
- Observe curing conditions (temperature and technique) of structural concrete.
- Laboratory curing, compressive strength testing, and reporting of concrete cylinder test specimens.

**Masonry**

- Testing of mortar and grout per specifications, including mortar cubes/prisms and grout prisms.
- Observation of reinforcing steel placement.

**Steel Framing**

- Perform visual inspections of bolted and welded connections for compliance with project documents.

**Wood Construction**

- Inspect size and spacing of members and hardware used for connections.
- Observe for adequate bearing of joist and lintels.
- Inspect bolting, anchoring, and nail patterns for shear walls and roof diaphragms.

**Aggregate Base Course**

- Observe proofrolling of soil subgrades to receive stone and paving.
- Observe proofrolling of ABC stone elevations.
- Analyze the Aggregate Base Course stone for optimum moisture content and maximum dry density utilizing the specified Proctor method and conduct thickness measurements.
- Conduct in-place density tests on aggregate base course to verify compaction.

**Asphalt Quality Control**

- Review Job Mix Formula data for proposed bituminous pavement materials.
- Monitor temperature and density of asphalt pavements during installation and provide information as to the performance of these materials during installation for the purpose of quality control.

**Exclusions/Scope Clarifications**

- ECS has excluded the following items: Structural steel fabrication shop inspections (assumes fabricator to be AISC certified), overtime or weekend/holiday work hours, reinspections of non-compliant items, and any other testing/inspections not listed explicitly herein.

#### **UNDERSTANDING CONSTRUCTION MATERIALS TESTING**

Construction Materials Testing, (CMT) are performed to help provide the project's contractors, designers, owners, and local code officials some indication of the level of compliance obtained by the installing contractors with the project specification. These services are provided at periodic or continuous intervals which typically are defined by the project specifications and on some occasions by the applicable building code. Test locations for most materials, i.e. soils, concrete and fireproofing are generally based upon random selection; as such not all materials incorporated into a construction project are tested or observed.

Obviously the greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas; however, no amount of testing can assure 100% compliance. Testing and observation services provided by ECS do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. ECS makes reasonable efforts to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors.

#### **COMMUNICATIONS**

To expedite the timely distribution of our daily reports, our field personnel utilize wireless hand-held technology to collect, process, and return data to our Raleigh office. Our use of this powerful technology typically facilitates electronic distribution of our reports within **24 hours**. This enhanced reporting technology allows us to simultaneously communicate our testing data with all project team members.

#### **FEES AND SERVICING REQUIREMENTS**

Based upon the scope of services and our fee schedule, ECS estimates that our services for this project will be on the order of **\$115,810**. Our fee schedule and cost estimate are attached.

We will invoice you for our services on a unit rate basis in accordance with the unit rates provided in the attached Project Fee Schedule. Invoices will be submitted on a monthly basis, and our invoices are typically submitted on or about the 10<sup>th</sup> of each month.

We anticipate that our services will be needed on a full-time basis during earthwork and foundation installation and typically on an on-call basis thereafter. The appropriate contractor or owner representative should contact our office at 919-861-9910 to make scheduling requests. **All scheduling requests must be made 24-hours in advance so that the proper personnel may be scheduled for the required inspection task.** Each scheduling request will be assigned a work order number so that the scheduled testing and inspection is documented. We also ask that we be provided with one full set of project drawings and specifications prior to starting work on this project.

**COST ESTIMATE**

Our attached cost estimate does not constitute a lump sum or not to exceed price for our services. Additional visits, re-inspections and unanticipated scopes of services may be required and will be invoiced in accordance the attached fee schedule. **Based on our review of the geotechnical report for this project, we anticipate that it may be difficult to remove rock in some areas during utility installation or site grading. If removal of rock requires blasting, we can provide pricing for vibration monitoring services upon request.**

This cost estimate is based on the preliminary construction schedule provided to us and the provided construction drawings and specifications. The actual cost may be more or less than our cost estimate and will depend on the duration of construction and the frequency of testing scheduled by the general contractor.

**AUTHORIZATION**

If the above scope of work is acceptable to you, please sign the attached Proposal Acceptance Form and return one copy of the proposal acceptance form to us. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us. By signing the Proposal Acceptance Form or referencing this proposal, you are also accepting the Terms and Conditions of Service and this proposal in its entirety. Alternatively, you could issue a letter of acceptance or purchase order; but we would ask that you reference and include our proposal by reference showing proposal number and date. This proposal is valid for a period of sixty days. If the Proposal Acceptance Form is completed beyond that date, it may be necessary to revise our schedule or fee.

Using the Proposal Acceptance Form will provide formal authorization for us to perform the above work, enter the site, and provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note that we have provided a place to provide invoicing instructions and report distribution.

We look forward to the opportunity to working with you on this project and to hopefully serve as your construction materials testing consultant in the future. If you have any questions, or if we can be of any additional service, please contact us.

**GENERAL COMMENTS**

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions." These conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers Council and the Geotechnical Division of the American Society of Civil Engineers.

Respectfully,  
**ECS CAROLINAS, LLP**

  
Michael W. Fisher, P.E.  
CMT Department Manager

  
C. (Nathan) Nallainathan, P.E.  
Principal Engineer

City of Henderson WRF  
Henderson, North Carolina  
ECS Proposal No 06:16619P  
May 10, 2013  
Page 6 of 12

Attachments: Proposal Acceptance Form, ECS Fee Schedule, Cost Estimate & ECS Terms & Conditions

City of Henderson WRF  
Henderson, North Carolina  
ECS Proposal No 06:16619P  
May 10, 2013

**PROPOSAL ACCEPTANCE FORM  
ECS CAROLINAS, LLP**

**Project Name:** City of Henderson WRF  
**Services:** Construction Materials Testing Services  
**Location:** Henderson, North Carolina  
**Proposal No.:** 06:16619P  
**Estimate:** \$ 115,810

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the terms and conditions of service in its entirety and agree to pay for these services.

**CLIENT AND BILLING INFORMATION**

Name of Client: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
E-mail: \_\_\_\_\_

	<u>Responsible for Payment</u>	<u>Approval of Invoice (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

<b>Name</b>	<b>e-mail Address</b>	<b>Phone Number</b>	<b>Fax Number</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_

Client Signature: x \_\_\_\_\_ Date: \_\_\_\_\_

Return to: **Mike Fisher**  
Phone: 919-861-9910

ECS Carolinas, LLP  
Direct: 919-861-9916  
Fax: 919-861-9911  
9001 Glenwood Avenue  
Raleigh, North Carolina 27617  
Email: mfisher1@ecslimited.com

2013 ECS CAROLINAS, LLP  
 FEE SCHEDULE FOR  
 City of Henderson WRF  
 Henderson, North Carolina

ECS Proposal No. 06:16619P

Senior Principal Engineer .....	\$150.00/hour
Principal Engineer .....	\$125.00/hour
Senior Professional Engineer .....	\$115.00/hour
Construction Services Manager/Project Manager .....	\$ 95.00/hour
Staff Engineer/Geologist .....	\$ 65.00/hour
ICC Reinforced Concrete Inspector (**)	\$ 55.00/hour
Staff Certified NCDOT Technician (**)	\$ 45.00/hour
Chief Materials Technician (**)	\$ 45.00/hour
Field Technician .....	\$ 38.00/hour
Structural Steel Inspector, Shop or Field Inspection (**):	
Senior Level AWS CWI (NDE: UT, MT, PT, RI) .....	\$ 75.00/hour
AWS CWI (VT with no NDE) .....	\$ 70.00/hour
Administrative Support .....	\$ 45.00/hour
Transportation via company or private vehicle .....	\$ 0.65/mile

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office.

(\*\*) = Overtime = Standard Rate x 1.50 for over 8 hours per day and outside normal business hours of 7:00am to 5:00pm, holiday, Saturday, or Sunday

**EQUIPMENT and LABORATORY**

R-Meter .....	\$ 50.00/day
Core machine .....	\$100.00/day
Moisture Emission Test Kit .....	\$ 50.00/unit
Nuclear Density and Moisture Measuring Equipment .....	\$ 40.00/day
Thin Lift Nuclear Gauge .....	\$ 40.00/day
Ultrasonic Equipment .....	\$ 70.00/day
Dipstick .....	\$150.00/day
Floor Flatness/Levelness Meter .....	\$ 50.00/day
Windsor Probe Equipment .....	\$100.00/day
Soils Classification (Gradation and Atterberg Limits) .....	\$150.00 each
Standard Proctor (ASTM D-698) 4 inch mold .....	\$115.00 each
6 inch mold .....	\$120.00 each
Modified Proctor (ASTM D-1557) 4 inch mold .....	\$110.00 each
6 inch mold .....	\$130.00 each
Testing of Cylinders, Prisms and Core Specimens:	
Compressive Strength of grout prisms (3.5"x3.5"x7") .....	\$ 15.00 each
Compressive strength of mortar cubes .....	\$ 9.00 each
Compressive strength of concrete cylinders, (ASTM C-39) .....	\$ 9.00 each
Core Specimen (including sample preparation) .....	\$ 25.00/test
Extra Molds - cylinder molds included in compressive strength rate (per case of 30)	\$ 50.00/case

Note: The above charges will be made for tests and equipment operated by ECS CAROLINAS, LLP personnel in addition to personnel charges already listed. Soil Samples requiring a turnaround time of less than 5 days will be billed at 1.5 times the test unit rate.



**COST ESTIMATE**  
**CONSTRUCTION MATERIALS TESTING SERVICES**  
City of Henderson WRF, Henderson, North Carolina  
ECS Proposal No. 06:16619P

<b>Field Services:</b>	<b>Quantity</b>	<b>Unit Rate</b>	<b>Cost</b>
<b>Field Technician (grading, foundation checks, rebar, concrete, wood and steel framing, asphalt, and masonry):</b>			
Full-Time Inspections	150 visits @ 8 hours/visit	1200 hours @ \$38.00 / hour	\$45,600.00
Part-Time Inspections	75 visits @ 5 hours/visit	375 hours @ \$38.00 / hour	\$14,250.00
Sample Pickups	20 visits @ 2.5 hours/visit	50 hours @ \$38.00 / hour	\$1,900.00
<b>Project Manager:</b>			
Site Meetings/Obser.	15 visits @ 5 hours/visit	75 hours @ \$75.00 / hour	\$5,625.00
Mileage (round trip):	260 visits @ 96 miles/visit	24960 miles @ \$0.65 / mile	\$16,224.00
<b>Field Services Subtotal:</b>			<b>\$83,599.00</b>
<b>Laboratory Testing:</b>	<b>Quantity</b>	<b>Unit Rate</b>	<b>Cost</b>
<b>Standard Proctor, Atterberg Limits, Wash 200:</b>			
	3 samples @	\$215.00 / sample	\$645.00
<b>Compressive Strength of Concrete Cylinders:</b>			
	660 cylinders @	\$9.00 / cylinder	\$5,940.00
<b>Comp. Strength of Grout Specimen:</b>			
	16 samples @	\$15.00 / prism	\$240.00
<b>Comp. Strength of Masonry</b>			
	24 samples @	\$9.00 / cube	\$216.00
<b>Masonry Prisms</b>			
	0 samples @	\$150.00 / prism	\$0.00
<b>Laboratory Testing Subtotal:</b>			<b>\$7,041.00</b>
<b>Equipment Expenses:</b>	<b>Quantity</b>	<b>Unit Rate</b>	<b>Cost</b>
<b>Nuclear Density Gauge:</b>			
	80 day(s) @	\$40.00 / day	\$3,200.00
<b>Equipment Expenses Subtotal:</b>			<b>\$3,200.00</b>
<b>Project Management/Report Review:</b>	<b>Quantity</b>	<b>Unit Rate</b>	<b>Cost</b>
<b>Principal Engineer:</b>			
	260 reports @ 0.40 hours/report	104 hours @ \$125.00 / hour	\$13,000.00
<b>Project Manager:</b>			
	260 reports @ 0.40 hours/report	104 hours @ \$75.00 / hour	\$7,800.00
<b>Secretary:</b>			
	260 reports @ 0.1 hours/report	26 hours @ \$45.00 / hour	\$1,170.00
<b>Project Management Subtotal:</b>			<b>\$21,970.00</b>
<b>ESTIMATED TOTAL COST:</b>			<b>\$115,810.00</b>

**ECS CAROLINAS, LLP**  
**TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service, including any supplements that may be agreed to, along with the accompanying Scope of Services and Professional Fees constitute the entire Agreement ("AGREEMENT") under which Services are to be provided by ECS Carolinas, LLP ("ECS") (including its employees, officers, successors and assigns) for Client ("CLIENT") (including its employees, officers, successors and assigns).

**INDEPENDENT CONSULTANT STATUS**

Except as may be otherwise noted herein, ECS shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and Subconsultants. Unless expressly stated in ECS' Scope of Services, ECS shall not serve as CLIENT'S agent or representative.

**SCOPE OF SERVICES**

It is understood that the Scope of Services, Professional Fees, and time schedule defined in the Scope of Services are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.

**STANDARD OF CARE**

ECS shall strive to perform its professional Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar Services in the same region, under similar conditions during the same time period. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any ECS report, opinion, plan or other Document of Service, in connection with ECS' Services.

CLIENT understands and agrees that ECS' professional judgment must rely on the facts learned during performance of the Scope of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by ECS, or which were not part of the immediate area(s) explicitly evaluated by ECS.

ECS' professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes ECS to believe compliance with CLIENT'S wishes could result in ECS violating applicable Laws or Regulations, or will expose ECS to claims or other charges, ECS shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, ECS shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.

If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if ECS is required to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make. CLIENT also agrees that ECS shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.

**CLIENT DISCLOSURES**

CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's surface, where the Scope of Services requires ECS to penetrate the Site surface.

CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site. Such Hazardous Materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form ("Hazardous Materials").

If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services are initiated, a Changed Condition shall exist.

**INFORMATION PROVIDED BY OTHERS**

CLIENT waives any claim of liability against ECS regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to ECS, including such information that becomes incorporated into ECS Documents of Service.

#### **CONCEALED RISKS**

CLIENT acknowledges that special risks are associated with the identification of concealed conditions (i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing).

Conditions that ECS infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling/testing points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.

ECS will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling or testing. However, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is that which CLIENT agrees suits

CLIENT'S own risk tolerances. CLIENT may request ECS to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

#### **RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

CLIENT warrants that it possesses the authority to provide right of entry permission for the performance of ECS' Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT and/or other(s) in order for ECS to perform the Scope of Services.

Except where ECS' Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of ECS' Services, CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS.

ECS will take reasonable precautions to limit damage to the Site and Improvements during the performance of ECS' Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in ECS' Scope of Services, and reflected in the Professional Fees.

CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from procedures associated with exploration, sampling or testing activities, or discovery of Hazardous Materials, or suspected Hazardous Materials, or ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

#### **UNDERGROUND UTILITIES**

In addition to CLIENT-furnished information regarding underground utilities, ECS shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publicly available information, to identify underground utilities, as deemed appropriate in ECS' professional opinion. The extent of such precautions shall be at ECS' sole discretion.

CLIENT recognizes that despite due care, ECS may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by ECS and/or ECS' subcontractor(s) or provided to ECS from any entity may contain errors or be incomplete.

CLIENT agrees that ECS shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

#### **SAMPLES**

Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. ECS will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.

Unless CLIENT directs otherwise, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process byproducts in accordance with applicable Laws.

#### **ENVIRONMENTAL RISKS**

All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.

When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS shall take appropriate precautions deemed prudent in ECS' sole and professional opinion to comply with applicable Laws and Regulations, and to reduce the risks to ECS' employees, public health, safety, and welfare, and the environment. CLIENT agrees to compensate ECS for such precautions.

When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS will handle such materials as Hazardous Materials. ECS or ECS' subcontractors will containerize and label such Materials in accordance with applicable Law, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.

Unless explicitly stated in ECS' Scope of Services, ECS shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request,

ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not ECS, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary) so that ECS shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone

and links it to an aquifer, underground stream, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of ECS' Services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold ECS liable for such cross-contamination if ECS provides its Services in accordance with the applicable Standard of Care.

CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected by one or more Recognized Environmental Conditions. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.

#### **OWNERSHIP OF DOCUMENTS**

With the exception of the copies of the ECS Documents of Service provided to the CLIENT, all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by ECS ["Documents of Service"] maintained in any form deemed appropriate by ECS, are and remain, the property of ECS.

Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by ECS (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT is not permitted.

CLIENT agrees to not use ECS' Documents of Service for any other projects, or for the Project which has changed in scope, or extensions of the Project, from the details contemplated in ECS' Documents of Service. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s).

CLIENT agrees that ECS' Documents of Service may not under any circumstances be altered by any party except ECS. CLIENT warrants that ECS' Documents of Service shall be used only and exactly as submitted by ECS.

Except for daily field reports and concrete test reports sent electronically by ECS to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by ECS are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

#### **SAFETY**

CLIENT agrees that ECS is responsible solely for the basic safety of ECS' employees on the Project Site. These responsibilities shall not be inferred by any party to mean that ECS has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, ECS' Scope of Services excludes responsibility for any aspect of site safety other than for ECS' own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for Project Site safety, and that ECS personnel rely on the safety measures provided by the General Contractor.

In the event ECS expressly assumes health and safety responsibilities for toxic or other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

#### **CONSTRUCTION TESTING AND REMEDIATION SERVICES**

CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type.

Monitoring and/or testing Services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and codes.

The professional activities of ECS, or the presence of ECS employees and subcontractors, shall not be construed to imply ECS has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, ECS does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

ECS strongly recommends that CLIENT retain ECS to provide its Services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may not be undetected by ECS' part time observations. Therefore CLIENT waives any and all claims against ECS related to unsatisfactory quality or performance of elements observed or tested by ECS on a part time basis.

#### **CERTIFICATIONS**

CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding Services provided by ECS. Any "certification" required of ECS by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of ECS' inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. ECS' "certification" shall consist of ECS' professional opinion of a condition's existence, but

ECS does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees not to make resolution of any dispute with ECS or payment of any amount due to ECS in any way contingent upon ECS signing any such "certification" documents.

#### **BILLINGS AND PAYMENTS**

Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.

Should ECS identify a Changed Condition, ECS shall notify the CLIENT of the Changed Condition(s) that in ECS' professional judgment require an amendment of the Professional Fees, time schedule, and/or Scope of Services. ECS and CLIENT shall promptly and in good faith negotiate an amendment to this AGREEMENT.

CLIENT recognizes that time is of the essence with respect of payment of ECS' invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.

ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which ECS is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in enforcing any provision of the AGREEMENT, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

Payment of any invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with ECS' Services and is not aware of any defects in those Services, unless CLIENT has provided notice to ECS in accordance with the DEFECTS IN SERVICE provisions of this AGREEMENT.

#### **DEFECTS IN SERVICE**

CLIENT and CLIENT'S personnel and contractors shall promptly inform ECS of any actual or suspected defects in ECS' Services, to help ECS take those prompt, effective measures that in ECS' opinion will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to ECS' Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information, CLIENT shall compensate ECS for the costs of correcting such defects.

Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate ECS for Additional Services required as a result of jurisdictional review requirements.

#### **INSURANCE**

ECS represents that it and its subcontractors and subconsultants are protected by Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies which it deems reasonable and adequate.

ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

#### **LIMITATION OF LIABILITY**

CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT, SUBJECT TO AVAILABLE INSURANCE PROCEEDS, ARISING FROM ECS' PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW, AS FOLLOWS. For projects where ECS' Fee Estimate or proposed fees are:

\$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.

In excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

CLIENT agrees that ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants or subcontractors or by any other person or combination of persons to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants or subcontractors.

#### **INDEMNIFICATION**

ECS agrees, subject to the limitation of liability provisions of this AGREEMENT, to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services to the extent that such injury is found to be caused by ECS' negligent acts, errors or omissions, specifically excluding any damages caused by any third party or by the CLIENT.

To the fullest extent permitted by applicable Law, CLIENT agrees to indemnify, defend, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of ECS.

It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.

IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT LEGAL COUNSEL BE RETAINED BY CLIENT BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

If CLIENT is a residential builder or residential developer, CLIENT shall indemnify, defend and hold harmless ECS against any and all claims or demands due to injury or loss initiated by one or more homeowners, unit-owners, or their homeowners' association, cooperative board, or similar entity against CLIENT which results in ECS being brought into the dispute.

#### **CONSEQUENTIAL DAMAGES**

CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or ECS, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

#### **SOURCES OF RECOVERY**

All claims for damages related to the Services provided under this AGREEMENT shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, unless such claims are based on acts unrelated to the provision of Services under this AGREEMENT.

CLIENT agrees that it will not seek Damages from any individual associated with ECS as an officer, principal, partner, employee, or owner, from any and all claims or liability for injury or loss that would require such individual to relinquish personal assets to satisfy such claim.

#### **THIRD PARTY CLAIMS EXCLUSION**

This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and ECS. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without both CLIENT'S and ECS' written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that ECS' Scope of Services performed is adequate.

#### **DISPUTE RESOLUTION**

All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows: CLIENT and ECS agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and ECS agree to negotiate in good faith to resolve the Dispute.

Should negotiation fail to resolve the dispute, CLIENT and ECS agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.

Should mediation fail to result in resolution of the Dispute, CLIENT and ECS agree that litigation may be brought by either party.

Should third-party dispute resolution be required, through mediation or litigation, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs include, but are not limited to, reasonable attorney's fees, court costs, forensic consultants and expert witness fees, and other documented expenses.

Where legal action is brought by either party to resolve a dispute, the claim shall be brought and tried in the judicial jurisdiction of the county in which ECS' office contracting with the CLIENT is located. CLIENT waives the right to remove any litigation action to any other jurisdiction, unless mutually agreed to by both parties.

This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of Virginia (but not including its choice of law rules).

#### **CURING A BREACH**

A party that believes the other has materially breached this AGREEMENT shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

#### **TERMINATION**

CLIENT or ECS may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred, in accordance with ECS' prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

#### **TIME BAR TO LEGAL ACTION**

Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of ECS' Services.

#### **ASSIGNMENT**

Except for Services normally or customarily subcontracted by ECS in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

#### **SEVERABILITY**

Any provision of this AGREEMENT later held to violate a Law, Statute, or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

#### **TITLES**

The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

#### **SURVIVAL**

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of this AGREEMENT.

#### **ENTIRE AGREEMENT**

This AGREEMENT including the Scope of Services and Professional Fees and all exhibits, appendices, and other documents appended to it, constitute the entire AGREEMENT between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT Work Authorization to ECS.

CLIENT and ECS agree that subsequent modifications to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.

All preprinted Terms and Conditions on CLIENT'S purchase order or Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.

If CLIENT fails to provide ECS with a signed copy of this AGREEMENT or a Work Authorization, by the act of authorizing and accepting the services of ECS, CLIENT agrees to be fully bound by the terms of this AGREEMENT as if signed by CLIENT.

**ORDINANCE 13-37**

**FY 2012—2013 Budget Amendment # 40  
AN AMENDMENT  
TO THE CIP SEWER FUND  
For Post-Bid Estimates**

**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;

**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 13-37			
		FY 12-13 Budget Amendment #40			
FUNDS: 44: CIP SEWER		Budget Amendment #5 to this Capital/Grant Project			
PROJECT: Water Reclamation Facility Renovation		Budget Amendment #5 to this Capital/Grant Project			
Project Budget Created on 11 Apr 11					
REVENUES		Approved	Current	Amendment	Revised
		11-Apr-11	Budget		
Transfer from Cap Reserve Utilities Fund	44-444-4610-71	\$ 70,000	\$ -	\$ -	\$ -
Transfer from Cap Reserve Utilities Fund	44-847-3690-71	\$ -	\$ 779,110	\$ -	\$ 779,110
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	44-847-4581-61	\$ -	\$ 600,000	\$ -	\$ 600,000
SRF Loan - Additional	44-847-4582-21	\$ -	\$ 500,000	\$ -	\$ 500,000
Transfer from Rate Stabilization Fund	44-847-4610-79	\$ -	\$ 103,360	\$ -	\$ 103,360
	<b>Total</b>	\$ 70,000	\$ 18,597,470	\$ -	\$ 18,597,470
					\$ 18,597,470
EXPENDITURES		Approved	Current	Amendment	Revised
		11-Apr-11	Budget		
<b>Phase 1</b>					
Admin, Permitting and Legal Fees	44-847-4610-01	\$ -	\$ -	\$ -	\$ -
Legal/Administrative	44-847-5102-00	\$ 2,000	\$ 2,500	\$ -	\$ 2,500
Engineering Preliminary Engineering Report	44-847-5103-01	\$ 68,000	\$ 68,000	\$ -	\$ 68,000
<b>Phase 2</b>					
Engineering Design	44-847-2230-03	\$ -	\$ 775,125	\$ -	\$ 775,125
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	\$ -	\$ 100,000	\$ 15,810	\$ 115,810
Admin, Permitting and Legal Fees-design phase	44-847-4610-02	\$ -	\$ -	\$ -	\$ -
<b>Phase 3</b>					
Construction Admin & Inspection	44-847-2230-10	\$ -	\$ 500,000	\$ -	\$ 500,000
Capital Outlay Reserve--not yet awarded	44-847-4990-99	\$ -	\$ -	\$ -	\$ -
Land Acquisition	44-847-5071-00	\$ -	\$ 27,000	\$ -	\$ 27,000
Construction Costs	44-847-5104-00	\$ -	\$ 15,519,000	\$ -	\$ 15,519,000
<b>Contingencies &amp; Other</b>					
Closing Fee-grant and loan administration	44-847-6700-01	\$ -	\$ 367,300	\$ -	\$ 367,300
Transfer to Capital Reserve Utilities	44-847-5610-70	\$ -	\$ 379,110	\$ -	\$ 379,110
Contingency	44-847-9990-10	\$ -	\$ 672,950	\$ (15,810)	\$ 657,140
Engineering Contingency	44-847-9990-20	\$ -	\$ 115,000	\$ -	\$ 115,000
	<b>Total</b>	\$ 70,000	\$ 18,597,470	\$ -	\$ 18,597,470
					\$ 18,597,470
	<b>Variance</b>			\$ -	
<b>Reference:</b>		<b>Notes:</b>			
14 Feb 11: CAF 11-38; Res 11-12; MB 42, p.		Authorized application for grant/loan			
11 Apr 11: CAF 11-70; Res 11-44, Ord 11-29; MB42, p.		Approved PER work and established project ordinance: \$70,000			
10 Oct 11: CAF 11-134; MB42, p.		Mini-Brooks discussion			
26 Oct 11: CAF 11-A-134; Res 11-103; MB42, p.		Approved Mini-Brooks exemption			
14 Nov 11: CAF 11-B-134; Res 11-111; Ord 11-62; MB42, p.		First budget amendment to Project Ordinance: \$1,033,900			
28 Nov 11: CAF 11-C-134, Ord 11-62, MB42, p.		Award of contract to McGill for engineering/design phase and establishing total project budget			
12 Dec 11: CAF 11-D-134, Ord 11-62, MB42, p.		Phase 1 was Preliminary Engineering & legal/admin: \$70,000			
		Phase 2 is design engineering, permitting, bidding and project contract award: \$1,044,610			
		Phase 3 is construction and is estimated at \$14,075,000			
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)			
26 Nov 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.			
		To amend the project budget for changes in post-bid estimates. The transfer side of Fund 79 was part of BA#10; therefore that side of the transaction is not being duplicated here. The project originally called for a transfer in from CR Utilities (Fund 70). After notification of the \$600,000 CWMTF Grant was received, the project budget was amended to revert those funds back to CR Utilities (\$379,110). After all bids and costs were received, it has been determined that \$400,000of those funds are needed to complete the funding of this project, with the remaining \$103,360 to come from the Rate Stabilization Fund			
14 Jan 13: CAF 13-12; Res 13-09; Ord 13-08; BA #22		To amend the project budget for changes in post-bid estimates. ECS Carolinas, LLP performed the subsurface exploration and geotechnical engineering work and it is being recommended by McGill Associates that they perform the Construction Materials Testing Services. The estimated cost to perform this work is \$115,810 and the current budget is \$100,000. The additional cost is being budgeted from the Contingency line item.			
24 June 13; CAF 13-74; Res 13-51; Ord 13-37; BA #40					
CG&L = Construction Grants & Loans from State of NC, DENR					

The foregoing Ordinance 13-37, 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 20th day of June 2013: YES: . NO: . ABSTAIN: . ABSENT: .

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

**ATTEST:**

\_\_\_\_\_  
Esther McCrackin, City Clerk

*Reference: Minute Book 42, p.\*\*; CAF 13-74*

\_\_\_\_\_  
**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 13-37 adopted by the Henderson, City Council in Regular Session on \_\_\_\_\_ 2013. This Ordinance is recorded in *Ordinance Book 8*, p.\*\*\*.

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

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

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

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

## City Council Action Form

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



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

Council Meeting: 24 June 13 Short Reg. Meeting

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20 June 2012

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

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

**RE:** **CAF: 13-75**

**Consideration of Approval of Ordinance 13-39, FY13 Budget Amendment #41, Budgeting Proceeds of Lease Purchase Financing Agreement with SunTrust Equipment Finance & Leasing Corporation**

**Ladies and Gentlemen:**

### **Recommendation:**

- Approval of Ordinance 13-39, FY13 Budget Amendment #41, budgeting the proceeds of a Lease Purchase Financing Agreement with SunTrust Equipment Finance & Leasing Corporation

### **Executive Summary**

On 8 April 2013, Council approved Resolution 13-31, approving financing terms with SunTrust Equipment Finance & Leasing Corporation, for the purchase of four pieces of equipment as follows:

Tractor/bushhog and dump truck for Sewer Collection  
Backhoe and service truck for Water Distribution

The budget ordinance before you is for the purpose of budgeting the receipt of the financing proceeds and the corresponding payments of the equipment once they have been received.

### **Enclosures**

1. Ordinance 13-39

## **ORDINANCE 13-39**

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

### **AN AMENDMENT TO THE FY 2012 -- 2013 BUDGET BUDGET AMENDMENT #41**

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

**WHEREAS**, the City Council approved a lease purchase financial arrangement with SunTrust Equipment Finance & Leasing Corporation at its meeting on 8 April 2013 via Resolution 13-31; *and*

**WHEREAS**, it is necessary to amend the various revenue and expense accounts of the annual operating budget to incorporate the terms of the financing agreement, said amendment being incorporated into this Ordinance; *and*

**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:

<b>FUNDS: 30: Water Fund and 31: Sewer Fund</b>			<b>Ordinance 13-39</b>			
			FY 12-13 Budget Amendment #41			
<b>30: WATER FUND REVENUES</b>			<b>Approved</b>	<b>Current</b>		
<i>Department</i>	<i>Line Item</i>	<i>Code</i>	<b>1-Jul-12</b>	<b>Budget</b>	<b>Amendment</b>	<b>Revised</b>
	Lease Proceeds	30-300-457500	\$ -	\$ -	\$ 145,000	\$ 145,000
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ -	\$ -	\$ 145,000	\$ 145,000
						\$ 145,000
<b>30: WATER FUND EXPENDITURES</b>			<b>Approved</b>	<b>Current</b>		
<i>Department</i>	<i>Line Item</i>	<i>Code</i>	<b>1-Jul-12</b>	<b>Budget</b>	<b>Amendment</b>	<b>Revised</b>
Water Distribution	Capital Outlay > \$5,000	30-318-507405	\$ -	\$ -	\$ 145,000	\$ 145,000
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ -	\$ -	\$ 145,000	\$ 145,000
						\$ 145,000
		<i>Variance</i>			\$ -	
<b>31: SEWER FUND REVENUES</b>			<b>Approved</b>	<b>Current</b>		
<i>Department</i>	<i>Line Item</i>	<i>Code</i>	<b>1-Jul-12</b>	<b>Budget</b>	<b>Amendment</b>	<b>Revised</b>
	Lease Proceeds	31-310-457500	\$ -	\$ -	\$ 150,000	\$ 150,000
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ -	\$ -	\$ 150,000	\$ 150,000
						\$ 150,000
<b>31: SEWER FUND EXPENDITURES</b>			<b>Approved</b>	<b>Current</b>		
<i>Department</i>	<i>Line Item</i>	<i>Code</i>	<b>1-Jul-12</b>	<b>Budget</b>	<b>Amendment</b>	<b>Revised</b>
Sewer Collection	Capital Outlay > \$5,000	31-828-507405	\$ -	\$ -	\$ 150,000	\$ 150,000
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ -	\$ -	\$ 150,000	\$ 150,000
						\$ 150,000
		<i>Variance</i>			\$ -	
<b>Reference:</b>		<b>Notes:</b>				
CAF# 13-75; Ordinance #13-39; BA# 41		To budget for proceeds of lease purchase financing that was approved by Council at its regular meeting on April 8, 2013. Four pieces of equipment are included in this financing: a backhoe and service truck for Water Distribution and a tractor/bushhog and dump truck for Sewer Collection.				

The foregoing Ordinance 13-39, 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 24 day of June 2013: YES: \*\*\*. NO: \*\*. ABSTAIN: \*\*. ABSENT: \*\*.

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

**ATTEST:**

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

*Reference: Minute Book 42 p. \*\*\*; CAF 13-75*

**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 13-39 adopted by the Henderson, City Council in Regular Session on 24 June 2013 (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 June 2013.

\_\_\_\_\_  
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 Memo**  
Office of City Manager  
P. O. Box 1434  
Henderson, NC 27536  
252.430.5701



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

**Council Meeting:** 24 June 13 Short Reg. Meeting

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18 June 2013

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

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

**RE:** **CM 13-13: Declaration of Surplus Property.**

**Ladies and Gentlemen:**

Pursuant to Resolution 9-10, property identified in the attached memo dated 17 June 2013 from Fiscal Compliance Officer Edna Vaught is declared surplus and will be auctioned on GovDeals. No action is required of Council; however, it is felt appropriate to advise Council of said declaration and to offer an opportunity for questions and/or objections to the proposed sale.

# Memo

**To:** Ray Griffin, Henderson City Manager  
**From:** Edna Vaught, Fiscal Compliance Officer  
**CC:** Frank Frazier, Henderson Assistant City Manager  
Kathy Brafford, Finance Director  
**Date:** 6/17/2013  
**Re:** Equipment to be Declared Surplus

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Mr. Griffin,

Within this memo is a listing of equipment that is no longer in use in the various departments. In accordance with the policy as approved by the City Council, I am asking that the listed items be reviewed and sign off on as surplus. Listed items will then be advertised on the GovDeals website in order to liquidate said items. All proceeds are to be collected and appropriately placed as revenue by the Finance Director.

Thank you for your time and assistance.

Respectfully,



Edna Vaught

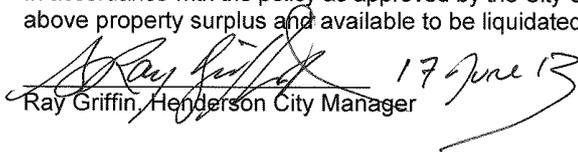
## Police Department

2001 Chevy Impala	1
(VIN 2G1WF52E319169296-Federal Asset Forfeiture Property)	
1996 Nissan Altima	
(VIN jn1ca21d8tt741557-Federal Asset Forfeiture Property)	
2003 Ford Crown Victoria	1
(VIN 2FAHP71WX3X101320-General Fund)	
1998 Ford Crown Victoria	1
(VIN 2FAFP71W3WX186666-General Fund)	

**Public Services**

Misc. Scrap	1
2001 Dodge Dakota (VIN 1B7GL22X81S333337-Sewer I&I)	1
1995 Ford 555D (VIN 6714)	1
1990 Ford Dump Truck (VIN 1FDXK84A6LVA26826)	1

In accordance with the policy as approved by the City Council, I do hereby declare the above property surplus and available to be liquidated.

 17 June 13  
Ray Griffin, Henderson City Manager

## *Meetings and Events Calendar*

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
July 1 <sup>st</sup>	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
July 1 <sup>st</sup>	6:00 PM	<b>City Council Regular Meeting</b>	City Council Chambers
July 2 <sup>nd</sup>	3:30 PM	<b>Henderson Zoning Board of Adjustment</b>	City Council Chambers
July 4 <sup>th</sup>	<b>City Hall Closed</b>	<b>HAPPY FOURTH OF JULY CITY HALL CLOSED</b>	 <b>Happy Fourth of July</b> 
July 8 <sup>th</sup>	6:00 PM	<b>City Council Regular Meeting</b>	City Council Chambers
July 9 <sup>th</sup>	3:00 PM	<b>Henderson Appearance Committee</b>	City Council Chambers
July 12 <sup>th</sup>	12:00 PM	<b>Henderson-Vance Park &amp; Recreations Commission</b>	Aycock Recreation Center
July 18 <sup>th</sup>	7:00 PM	<b>Human Relations Commission</b>	City Council Chambers
July 22 <sup>nd</sup>	6:00 PM	<b>City Council Meeting Work Session to Follow</b>	City Council Chambers
July 26 <sup>th</sup>	10:00 AM	<b>Henderson-Vance E911 Advisory Board Meeting</b>	E911 Operations Center
Aug 5 <sup>th</sup>	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
Aug 6 <sup>th</sup>	3:30 PM	<b>Henderson Zoning Board of Adjustment</b>	City Council Chambers
Aug 8 <sup>th</sup>	12:00 PM	<b>Henderson-Vance Park &amp; Recreations Commission</b>	Aycock Recreation Center
Aug 12 <sup>th</sup>	12:00 PM	<b>KLRW Advisory Board Meeting</b>	City Hall Large Conference Room
Aug 12 <sup>th</sup>	6:00 PM	<b>City Council Regular Meeting</b>	City Council Chambers
Aug 13 <sup>th</sup>	3:00 PM	<b>Henderson Community Appearance Commission</b>	City Council Chambers
Aug 26 <sup>th</sup>	6:00 p.m.	<b>City Council Meeting Work Session to Follow</b>	City Council Chambers
Sept 2	<b>City Hall Closed</b>	<b>Labor Day Holiday</b>	<b>Happy Holiday</b>
Sept 9	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
Sept 9	6:00 PM	<b>City Council Regular Meeting</b>	City Council Chambers
Sept 10	3:30 PM	<b>Henderson Zoning Board of Adjustment</b>	City Council Chambers

*Last Updated: 6/21/2013 12:25 PM*

HENDERSON-VANCE COUNTY 911

NUMBER OF CALLS REPORT BY COMPLAINT (ALL UNITS)

TOTAL

5,891

TIME PERIOD:04/21/2012 09:00:00 Through 05/20/2013 23:59:59

DEPARTMENT	COMMENT	TOTAL	COUNTY	CITY	STATE	OTHER
DATA WITH NO DEPARTMENT		174				174
AFTON VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	1	1			
AMERICAN RED CROSS	Other Dispatch	0				0
BEARPOND VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	29	29			
COKEBURY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	21	21			
CSX RAILROAD	Other Dispatch	1				1
DREWRY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	15	15			
EMBARQ	Other Dispatch	1				1
EPSOM VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	16	16			
HENDERSON FIRE DEPARTMENT-STA 1	City Dispatch	276		276		
HENDERSON FIRE DEPARTMENT-STA 2	City Dispatch	152		152		
HENDERSON POLICE DEPARTMENT	City Dispatch	2,853		2,853		
HENDERSON STREET DEPT	City Dispatch	12		12		
HENDERSON WATER DEPARTMENT	City Dispatch	17		17		
HICKSBORO VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	21	21			
KITRELL VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	17	17			
NORTH CAROLINA DEPT OF PARKS	State Dispatch	0			0	
NORTH CAROLINA DEPT OF TRANSPORTATION	State Dispatch	14			14	
NORTH CAROLINA DIVISION OF MOTOR VEHICLES	State Dispatch	0			0	
NORTH CAROLINA FORESTRY SERVICE	State Dispatch	4			4	
NORTH CAROLINA MAGISTRATE OFFICE	State Dispatch	0			0	
NORTH CAROLINA MEDICAL EXAMINER	State Dispatch	4			4	
NORTH CAROLINA PROBATION & PAROLE	State Dispatch	0			0	
NORTH CAROLINA STATE HIGHWAY PATROL	State Dispatch	32			32	
NORTH CAROLINA UNDERWATER RECOVERY	Other Dispatch	0			0	
NORTH CAROLINA WILDLIFE	State Dispatch	1			1	
PROGRESS ENERGY	Other Dispatch	11				11
PUBLIC SERVICE GAS	Other Dispatch	1				1
RIDGEWAY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	1	1			
TOWNSVILLE VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	20	20			
VANCE COUNTY AMBULANCE SERVICE (EMS)	City & County Dispatch-actual	532	216	311		5
VANCE COUNTY ANIMAL CONTROL	County Dispatch	95	95			
VANCE CO DEPT OF SOCIAL SERVICES	County Dispatch	2	2			
VANCE COUNTY EMERGENCY MANAGEMENT	City & County Dispatch	3	3			
VANCE COUNTY FIRE DEPARTMENT	County Dispatch/FIRE	107	107			
VANCE COUNTY RESCUE SQUAD	County Dispatch	30	30			
VANCE COUNTY SHERIFF DEPARTMENT	County Dispatch	2,242	2,242			
WAKE ELECTRIC COOPERATIVE	Other Dispatch	0				0
WATKINS VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	16	16			
<b>TOTALS</b>		<b>6,721</b>	<b>2,852</b>	<b>3,621</b>	<b>55</b>	<b>193</b>

Signature: Carey D. Thompson  
 Prepared by: Carey D. Thompson, 911 Database Coordinator

Signature: Brian K. Short  
 Reviewed by Brian K. Short, Director  
 05/29/2013

# HENDERSON-VANCE CO 911

## Number Of Calls Report by Department (All Units)

First Date: 04/21/2013

Jurisdiction: HEN-VAN

Last Date: 05/20/2013

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	<i>Department</i>	<i>Number</i>
1	Data with no Department.	174
2	AFTO	1
3	BVFD	29
4	CSX	1
5	CVFD	21
6	DOT	14
7	DSS	2
8	DVFD	15
9	EM	3
10	EMBQ	1
11	EMS	532
12	EVFD	16
13	FOR	4
14	GAS	1
15	HFD1	276
16	HFD2	152
17	HPD	2853
18	HVFD	21
19	KVFD	17
20	ME	4
21	PE	11
22	RIDG	1
23	SHP	32
24	STRE	12
25	TVFD	20
26	VCAC	95
27	VCFD	107
28	VCR	30
29	VCSO	2242
30	WATE	17
31	WILD	1
32	WVFD	16

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**Total: 5891**

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: 04/21/2013

Last Date: 05/20/2013

Complaint		Number
911HU	911 HANG UP CALL	70
ABAND	ABANDONED OR JUNKED CARS	4
ABDOM-EMD	ABDOMINAL PAIN OR PROBLEMS	28
ACC-PD	ACCIDENT PROPERTY DAMAGE	108
ACC-PI	ACCIDENT PERSONAL INJURY	29
ALARM	ALARM RESIDENCE OR BUSINESS	252
ALARMFALSE	ALARM FALSE	120
ALARMMED	ALARM MEDICAL	9
ALLERG-EMD	ALLERGIC REACTION / ENVENOMATIC	7
ANIMAL-EMD	ANIMAL BITE / ATTACK	8
ANIM	ANIMAL COMPLAINT/VISCIOUS ANIMAL	85
ARMED SUSP	ARMED SUSPECT (MAN WITH A GUN)	11
ARRE	ARREST	6
ASAG	ASSIST OTHER AGENCY	16
ASMO	ASSIST MOTORIST	59
ASSAULIP-EMD	ASSAULT OR SEXUAL ASSAULT - IN PI	5
ASSAULT-EMD	ASSAULT OR SEXUAL ASSAULT	46
BACKPAIN-EMD	BACK PAIN (NON-TRAUMATIC)	4
BE MV	BREAKING AND ENTERING TO A MOTOC	25
BOATING	BOATING ACCIDENTS	1
BON	BONDING	21
BREATH-EMD	BREATHING PROBLEMS	62
BURG-IP	BURGULARY/B&E IN PROGRESS	7
BURGLARY	BURGLARY	73
CARBON-EMD	CARBON MONOXIDE / INHALATION / H.	1
CAR	CARELESS AND RECKLESS DRIVER	46
CARDIAC-EMD	CARDIAC/RESPIRATORY ARREST OR I	9
CHASE	CHASE	3
CHESTPAI-EMD	CHEST PAIN	50
CHILD-ABU	CHILD ABUSE OR NEGLECT	3
CHOKING-EMD	CHOKING	2
CIVDIS	CIVIL DISPUTE	78
COMTHR	COMMUNICATING THREATS	11
CONTROLBURN	CONTROLLED BURN	1
CONVULS-EMD	CONVULSIONS / SEIZURES	24
DIABETIC-EMD	DIABETIC PROBLEMS	18
DIRTRF	DIRECTING TRAFFIC/TRAFFIC CONTRI	4
DISO	DISORDERLY PERSON	85
DOMEIP/W	DOMESTICE DISPUTE - IN PROGRESS	2
DOM-PROB	DOMESTIC PROBLEM	111
DRUGALC	DRUG OR ALCOHOL COMPLAINT	42
DRUNKDRIV	DRUNK DRIVER	4
DVO	DOMESTIC VIOLENCE ORDER	13
EMERG TRANS	EMERGENCY TRANSPORT	3
ESCO	ESCORT	220
EVICION	EVICION CARRIED OUT	20
FALLS-EMD	FALLS (SUBJECT FALLEN)	55
FIGHT	FIGHT	33
FIGHT-IP/W	FIGHT IN PROGRESS/W-WEAPONS	1
FIRE AL	FIRE ALARM	28
FIRE BRU	BRUSH/GRASS FIRE	4
FIRE ELEC	ELECTRICAL FIRE	7

# HENDERSON-VANCE CO 911

## Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 04/21/2013

Last Date: 05/20/2013

Complaint		Number
FIRE GRE	GREASE FIRE	1
FIRE SMOKE	SMOKE REPORT	2
FIRE STRUC	STRUCTURE FIRE	12
FIRE TRANS	TRANSFORMER FIRE	2
FIRE VEHI	VEHICLE FIRE	5
FRAUD	FRAUD/FORGERY	21
FUELSPILL	FUEL SPILL	1
GASLEA	GAS LEAK	5
HARR	HARRASSMENT/THREATS	47
HEADACHE-EMD	HEADACHE	9
HEART-EMD	HEART PROBLEMS - AICD	7
HEMORR-EMD	HEMORRHAGE / LACERATION	8
HOMEINV	HOME INVASION	1
HRPD	HIT & RUN PD	23
HRPI	HIT & RUN PI	2
ILL-DUMP	ILLEGAL DUMPING	17
INDEXPO	INDECENT EXPOSURE	1
INSPECTION	FIRE INSPECTION	47
INTPERS	INTOXICATED PERSON	21
INVE	INVESTIGATE ---- AT	757
IPV	IMPROPERLY PARKED VEHICLE	9
JUV	JUVENILE PROBLEMS	44
LARC	LARCENY - ALREADY OCCURRED	162
LIVEST	LIVESTOCK IN ROADWAY	2
LOIT	LOITERING COMPLAIN	8
LOST	LOST PROPERTY	4
LOUD	LOUD MUSIC	73
MEDICAL	MEDICAL	1
MEN	MENTAL SUBJECT	76
MISS	MISSING PERSON	13
OPEN	OPEN DOOR/WINDOW	7
OVERDOSE-EMD	OVERDOSE / POISONING (INGESTION)	5
PDAMG	PROPERTY DAMAGE ALREADY OCCU	72
PDMGIP	PROPERTY DAMAGE IN PROGRESS	1
PREGNANT-EMD	PREGNANCY/CHILDBIRTH/MISCARRIA	5
PROW	PROWLER	29
RAPE	RAPE	2
RECFPI	RECOVERED/FOUND PROPERTY	26
ROBARM	ROBBERY ARMED	1
ROBBERY	ROBBERY	2
ROBSA	ROBERY STRONG ARM	1
RUN	RUNAWAY	7
SHOP	SHOPLIFTER	20
SHOTS	SHOTS FIRED	52
SICK-EMD	SICK PERSON	116
STABBING-EMD	STABBING / GUNSHOT / PENETRATING	3
STOLV	STOLEN VEHICLE	4
STROKE-EMD	STROKE (CVA)	9
SUBINCUS	SUBJECT IN CUSTODY	16
SUICIDE-EMD	SUICIDE / PSYCHIATRIC / ABNORMAL	2
SUMMONS	CIVIL / CRIMINAL SUMMONS	342
SUPSUB	SUSPICIOUS SUBJECT	77

# **HENDERSON-VANCE CO 911**

## **Number Of Calls Report by Complaint**

*Jurisdiction:* HEN-VAN

*First Date:* 04/21/2013

*Last Date:* 05/20/2013

<i>Complaint</i>		<i>Number</i>
SURR	SURRENDER	12
SUSPAC	SUSPICIOUS PACKAGE	1
SUSVEH	SUSPICIOUS VEHICLE	93
TEST	TEST CALL	67
Traffic Stop	VEHICLE STOP	670
TRANSPORT	TRANSPORT	4
TRAUMA-EMD	TRAUMATIC INJURY (SPECIFY IN NARI	5
TREEDWN	TREE DOWN	8
TRES	TRESPASSING SUSPECT	122
UNAUTHVEH	UNAUTHORIZED USE VEHICLE	6
UNCONC-EMD	UNCONCIOUS / FAINTING OR NEAR	36
UNKNOWN-EMD	UNKNOWN PROBLEM (MAN DOWN)	5
WARRANT	WARRANT	729
WATER	WATER RELATED PROBLEM	16
WRIT	WRIT OF EXECUTION	3

*Report Total:* 5891

