



## **AGENDA**

### **Henderson City Council Regular Meeting**

**Monday 9 December 2013, 6:00 p.m.**

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

---

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

Mayor James D. O'Geary, Presiding

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

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

Councilmember-Elect Fearldine A. Simmons

#### **City Officials**

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

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

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

#### **III. INVOCATION AND PLEDGE OF ALLEGIANCE**

#### **IV. OPENING REMARKS**

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

---

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

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

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

## **VI. APPROVAL OF MINUTES**

- a)* 25 November 2013 Short Regular Meeting [*See Notebook Tab 1*]
- b)* 25 November 2013 Work Session

## **VII. PRESENTATIONS AND RECOGNITIONS**

- a)* Recognition of Retiree Emma Granston
- b)* United Way Update – Donna Stearns

## **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) Resolution 13-04, Authorizing a Bid Award for the High Service Pump Replacement in the Amount of \$914,866 to Dellinger Inc. of Monroe, North Carolina for the Regional Water System; and 2) Ordinance 13-71, FY 14 Budget Amendment #21, Amending the KLRWP High Speed Efficiency Pump Project Fund. (*CAF 13-06*) [*See Notebook Tab 2*]

- Resolution 13-04
- Ordinance 13-71

- b)* Consideration of Approval of 1) Resolution 13-72, Authorizing the Acceptance of the Clean Water State Revolving Fund Loan for the Elmwood Cemetery Sewer Main Replacement Project; and 2) Resolution 13-68, Authorizing the Execution of a Contract with McGill Associates, P.A. for the Completion of Engineering Design for the Elmwood Cemetery Outfall Project; and 3) Ordinance 13-50, FY 14 Budget Amendment #14, Revising the Elmwood Cemetery Outfall CIP Project Budget to Encompass All Additional Costs Incurred for the Project. (*CAF 13-108*) [*See Notebook Tab 3*]

- Resolution 13-72
- Resolution 13-68
- Ordinance 13-50

## **X. CONSENT AGENDA**

- a)* Consideration of Approval of Ordinance 13-64, Relative to Handicap Parking and Loading/Unloading Zone on Chestnut Street. (CAF 13-113) [See Notebook Tab 4]
  - Ordinance 13-64
- b)* Consideration of Approval of Resolution 13-65, Dissolving the 2005 David Street Community Development Advisory Committee and Establishing a City Wide Community Development Advisory Committee; and 2) Resolution 13-78, Establishing a Flint Hill Neighborhood Advisory Committee Relative to the CDBG Talent Enhancement Grant. (CAF 13-98) [See Notebook Tab 5]
  - Resolution 13-65
  - Resolution 13-78
- c)* Consideration of Approval of Resolution 13-80, Developing a Demolition Contract for Partnerships with Non-Profit Organizations/Churches for the Demolition of Abandoned Structures and Abatement Projects. (CAF 13-122) See Notebook Tab 6]
  - Resolution 13-80
- d)* Consideration of Approval of Resolution 13-81, Appointments to the Henderson-Vance Human Relations Commission. (CAF 13-123) [See Notebook Tab 7]
  - Resolution 13-81

It was the consensus of Council to bring all of the above items forward from the previous Work Session.

## **XI. SEATING OF NEW COUNCIL**

- a)* Presentation to Outgoing Council Member Vernon L. Brown.
- b)* Swearing in of Council Members: Sara M. Coffey, Michael C. Inscoe, Garry D. Daeke and Fearldine A. Simmons.

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

## **XIII. NEW BUSINESS**

- a)* Appointment of Mayor Pro Tempore. [No materials for this item]
- b)* Appointment of City Manager A. Ray Griffin, City Attorney John H. Zollicoffer, Jr. and City Clerk Esther J. McCrackin. [No materials for this item]
- c)* Promissory Note for 2" Water Main Replacement. (CM 13-33)[See Notebook Tab 8]

#### **XIV. WORK SESSION**

a) Consideration of Approval of Ordinance 13-70, FY 14 Budget Amendment #20, Authorizing the Transfer of Contingency Funds to Engineering in the CIP Regional IBT Project. (CAF 13-126) [See Notebook Tab 9]

- Ordinance 13-70

b) Off Premise Advertisement Sign Ordinance. (CM 13-32) [See Notebook Tab 10]

#### **XV. 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 below.<sup>3</sup>

#### **XVI. REPORTS**

- a) Mayor/Mayor Pro-Tem
- b) City Manager
- c) City Attorney
- d) City Clerk
  - i. Calendar Update [See Notebook Tab 11]
  - ii. E-911 Report
  - iii. Fire Department Monthly Report

#### **XVII. ADJOURNMENT**

---

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

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

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

**City Council Minutes - DRAFT**  
**Short Regular Meeting**  
**25 November 2013**

---

**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, George M. Daye and Council Member-Elect Fearldine Simmons.

**ABSENT**

None.

**STAFF PRESENT**

City Manager Ray Griffin, City Attorney John Zollicoffer, City Clerk Esther J. McCrackin, Finance Director Kathy Brafford, Interim Police Chief Marcus Barrow, Fire Chief Danny Wilkerson, Planning & Community Development Director Erris Dunston, Main Street Coordinator Pam Hester, Human Resources Director Cathy Brown, Engineering Director Peter Sokalski, Kerr Lake Regional Water Director Christy Lipscomb and Code Compliance Director Corey Williams.

**CALL TO ORDER**

The 25 November 2013 Short Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:01 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

**ROLL CALL**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**OPENING COMMENTS**

Mayor O'Geary said he was pleased to see everyone that came out for the meeting this evening.

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

Mayor O'Geary asked if there were any adjustments to the Agenda. City Clerk McCrackin said with Council's permission a **Closed Session** would be added for two matters: a personnel matter pursuant to G.S. §143-318.11 (a)(6) and an attorney/client matter pursuant to G.S. §143-318-11.(a)(3). Council Member Inscoe requested a discussion on Economic Development. With those changes, Council Member Coffey moved to accept the adjusted Agenda. Motion seconded by Council Member Daye and unanimously approved.

## **APPROVAL OF MINUTES**

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Peace-Jenkins moved the approval of the 28 October 2013 Short Regular Meeting and 28 October 2013 Work Session minutes as presented. Motion seconded by Council Member Kearney and unanimously approved.

## **PRESENTATIONS AND RECOGNITIONS**

Mayor O'Geary asked Interim Police Chief Barrow to make a special presentation to the Northern Vance Engineering and Architecture Students and their instructor. Chief Barrow summarized this event beginning with the plans to purchase two new police vehicles in June with asset forfeiture funds. Because of the new Dodge design, the current police car insignia needed to be changed. Chief Barrow spoke to the Vance County Superintendent of Schools who put the Chief in touch with Mr. Jeff Arthurs, the Engineering and Architecture instructor. Two special students put together an insignia which was unveiled during halftime at a Northern Vance High School Football. Tonight Chief Barrow personally presented a plaque to Mr. Jonathan Byrom. Mr. Stanton Parham was unable to attend and will receive his plaque at a later date. The Chief said the officers are excited about the new logo and added he has received many compliments from citizens and other enforcement agencies on the new look. Recognition of the school's design is on the bumper of each vehicle.

## **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**

**Authorizing the Application of a FEMA Grant by the Henderson Fire Department in the Amount of \$690,000.** (*Reference: CAF 13-101; Resolution 13-69*)

City Manager Griffin asked the Fire Chief, Danny Wilkerson, to present the details of this application. Chief Wilkerson said if approved, this grant would allow for the purchase of twenty-eight (28) Self Contained Breathing Apparatus (SCBA) that are outdated and a safety

risk. There would be a required match from the City of \$9,499. Chief Wilkerson said this grant will also provide funding for the purchase of a new pumper fire truck to replace a 23 year old truck. The estimated cost of a new fire engine is \$500,000 which would require a matching grant of approximately \$25,000. Chief Wilkerson said notice of approval is anticipated in early 2014.

Council Member Coffey asked when the Fire Department last received a new vehicle. Chief Wilkerson said a small truck was purchased in 2009 and added this grant cannot be used for small vehicles.

Council Member Daeke asked if it is possible the City could be awarded a partial grant. The Chief said yes. Council Member Inscoe asked for the last time the department was successful in receiving a grant. Chief Wilkerson said in 1990. The Chief added he has never seen the fleet in such poor condition and is fearful about safety issues.

Council Member Rainey asked if the 1990 truck was the oldest in the fleet. Chief Wilkerson said yes and that the next oldest was purchased in 1994.

Council Member Kearney asked is the Council can do anything to expedite the chances of receiving this grant. Chief Wilkerson said letters of endorsement from Council/Senators/Congressmen would definitely add credibility to the request.

Council Member Daeke asked if the grant is awarded what would happen to the old truck. Chief Wilkerson said it could be sold and City Manager Griffin said any proceeds would go into the General Fund.

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

Motion was made by Council Member Coffey to approve Resolution 13-69, *Authorizing the Application of a FEMA Grant by the Henderson Fire Department in the Amount of \$690,000*. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Brown and Daye. NO: None. ABSTAIN: None. ABSENT: None. (See Resolution Book 3, p 239)

**Amending 2013 BJA Grant Budget.** (Reference: CAF 13-119: Ordinance 13-66)

City Manager Griffin said the next four items will be presented by Finance Director Kathy Brafford and asked her to step forward to explain this amendment.

Ms. Brafford said due to a change in the price of two (2) In-Car Mobile Camera units, a difference of \$22.00 occurred due to a price increase. She said this amendment moves \$22.00 from the Asset Forfeiture funds to cover the increase.

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

Motion was made by Council Member Kearney to approve Ordinance 13-66, *FY14 Budget Amendment #15, Amending the 2013 BJA Grant Budget*. Motion seconded by Council Member Daeke 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 9, p 53*)

**Amending General Fund Revenues and the Maintenance & Repair – Automotive Line Item Within the Fire Department’s Budget.** (Reference: CAF 13-118; Ordinance 13-65)

Ms. Brafford said reimbursement from the City’s insurance carrier was received on 25 October 2013 in the amount of \$5,495.34 for damage to Engine 3 (2003 Fire Truck). This amendment places the proceeds in the proper line item.

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

Motion was made by Council Member Rainey to approve Ordinance 13-65, *FY14, Budget Amendment #16, Amending General Fund Revenues and the Maintenance & Repair – Automotive Line Item Within the Fire Department’s Budget*. Motion seconded by Council Member Daye 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 9, p 55*)

**Amending the Water Fund to Use Contingency Funds to Appropriate Additional Legal Fees Within the Water Distribution Department.** (Reference: CAF 13-120; Ordinance 13-67)

Ms. Brafford said this amendment is necessary to cover additional legal fees incurred to date resulting from the lawsuit involving the City of Oxford’s claim regarding the Granville County Water Sales Agreement.

Council Member Kearney asked if there is an estimated ceiling on costs related to this suit. City Attorney Zollicoffer said it is an open ended suit so there is no way to anticipate the total cost.

Council Member Daeke and Council Member Coffey both asked about the hold harmless clause and Granville County absorbing the costs. The City Attorney said he would be happy to sit down and discuss this issue with the Council.

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

Motion was made by Council Member Rainey to approve Ordinance 13-67 *FY14, Budget Amendment #19, Amending the Water Fund to Use Contingency Funds to Appropriate Additional Legal Fees with the Water Distribution Department*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Brown, Daye, Kearney, Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: None. (See *Ordinance Book 9, p 55*)



**Amending the General Fund to Budget the Reimbursement to the City by Vance County Tourism for Staff Overtime Expense While Working the Show, Shine, Shag & Dine Event.** (Reference: CAF 13-121: Ordinance 13-68)

Ms. Brafford said reimbursement in the amount of \$3,540 has been received from Vance County Tourism for overtime expenses incurred by the Police and Street departments during the annual Show, Shine, Shag & Dine car show on 19 October 2013. This amendment will place the receipts in the proper line items with \$3,180 going to the Police Department and \$340 going to the Street Department.

Council Member Daeke asked if reimbursement has occurred in past years. City Manager Griffin said yes but for tracking purposes, bringing it before Council as an amendment is a clean, clear method of tracking.

No other questions were raised so Mayor O'Geary asked for the pleasure of Council.

Motion was made by Council Member Peace-Jenkins to approve Ordinance 13-68, *FY14 Budget Amendment #19, Tourism for Staff Overtime Expense While Working the Show, Shine, Shag & Dine Event*. Motion seconded by Council Member Coffey and APPROVED by the following vote: YES: Peace-Jenkins, Daeke, Brown, Daye, Kearney, Coffey, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: None. (See Ordinance Book 9, p 57)

**Employee Appreciation One-Time Salary Supplement.** (Reference CAF 13-124: Resolution 13-82)

City Manager Griffin asked Human Resources Director Cathy Brown to summarize this item. On behalf of all the employees, Ms. Brown explained this is a request for what is commonly known as a holiday bonus of \$200.00 for full time employees. She added the bonus is prorated for those who have worked less than one year for the City. Mr. Griffin added this supplement has been approved as part of the FY13-14 budget.

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

Motion was made by Council Member Kearney to approve Ordinance 13-67, *Amending the Water Fund to Use Contingency Funds to Appropriate Additional Legal Fees Within the Water Distribution Department*. Motion seconded by Council Member Coffey and APPROVED by the following vote: YES: Daeke, Brown, Daye, Kearney, Coffey, Inscoe, Rainey and Peace-Jenkins. NO: None. ABSTAIN: None. ABSENT: None. (See Ordinance Book 9, p 55)

City Manager Griffin asked Ms. Brown to update Council on the Wellness Program. Ms. Brown said there has been a very positive response to the program with many employees sharing how excited they have been to learn even the basic principles of wellness. There has been a competition between departments for obtaining individual gift certificates and overall, Ms. Brown felt it has been a very successful program. Mr. Griffin added that the City's health

insurance broker is now working to further reduce the cost of health insurance to employees and specifically thanked Ms. Brown, her former assistant, Priscilla Adcock, and all the employees for their participation.

## CONSENT AGENDA

After the City Clerk read the consent agenda items, Council Member Kearney asked if Assistant City Manager Frank Frazier was able to reduce the fees proposed regarding the *Contract with McGill Associates, P.A. for the Completion of Engineering Design for the Elmwood Cemetery Outfall Project*. As Mr. Frazier was unable to attend this meeting and the City Engineer was unaware of the status of the fees, City Manager Griffin suggested this item be removed from the Consent Agenda and discussed separately.

The remaining Consent Agenda items are summarized as follows:

**Donation to the Farmers' Market and Allocate Funds for the Above Mentioned Donation (Budget Amendment #17.** *(Reference: CAF 13-110; Resolution 13-74)* Council discussed and approved the request from the leadership of the Farmers' Market for \$1,500 to assist with the purchase and installation of automatic doors for entry bays at its new facility. *(See Resolution Book 3, p 249)*

**Authorizing the Acceptance of a Proposal with McGill Associates, P.A. to Perform an Update of the Water and Sewer Capital Improvement Plan and Financial Analysis Update.** *(Reference: CAF 13-115; Resolution 13-77)* This resolution authorizes McGill Associates to update the CIP plan for Water and Sewer. *(See Book 3, p 255)*

**Amending the FY13-14 Annual Schedule of Fees Relating to the Water Rate Structure.** *(Reference: CAF 13-103-A, Ordinance 13-57)* Staff proposed changes to the water rate structure in the Annual Schedule of Fees to insure compliance with Drought Bill Regulations. The largest impact would be to customers with irrigation meters using over 4,000 cu/ft. (approximately 29,920 gallons) per month. *(See Ordinance Book 9, p 35)*

**Approving 2014 Council Meeting Schedule.** *(Reference: CAF 13-117; Resolution 13-79)* This action sets the Council's meeting dates for 2014. Additional meeting dates may be added throughout the year as necessary. *(See Resolution Book 3, p. 259)*

**Tax Releases and Refunds from Vance County for the Month of October 2013.** *(Reference: CAF 13-116)* This is a routine action required by Council.

<b>Oct 2013 Tax Releases &amp; Refunds</b>			
<b>Name</b>	<b>Reason</b>	<b>Tax Year</b>	<b>Amount</b>
<b>Real &amp; Personal Property</b>			
<b>Releases</b>			
Cary, Tonie Antoniette	Pers. Prop. Billed in Error	2011	32.28
Rodriguez, Profino	Pers. Prop. Billed in Error	2011	34.78
Rodriguez, Profino	Pers. Prop. Billed in Error	2012	34.78
Salazar, Domingo	Pers. Prop. Billed in Error	2012	34.78
Baskerville, Nathan, PLLC	Correct Value	2013	20.67
China King	Pers. Prop. Billed in Error	2013	53.06
Community Workforce	Charitable Alloc	2013	28.21
Federal National Mortgage	Correct Owner	2013	(1,129.36)
Henderson Fields, LLC	Vance Charter School	2013	9,381.66
Road Runner Holdco LLC	Correct Value	2013	1,292.87

### **Tax Releases & Refunds October 2013- Continued**

<b>Oct 2013 Tax Releases</b>			
<b>Name</b>	<b>Reason</b>	<b>Tax Year</b>	<b>Amount</b>
Robertson, Stanley D	Correct Owner	2013	1,129.36
Rodriguez, Jose Luis Reyes	Pers. Prop. Billed in Error	2013	24.42
Rodriguez, Profino	Pers. Prop. Billed in Error	2013	36.86
Rosemyr	Correct Value	2013	7,018.03
Salazar, Domingo	Pers. Prop. Billed in Error	2013	36.86
Time Warner Cable	Correct Value	2013	281.17
White, Melvin	Correct Owner	2013	(107.35)
Yellow Brick Road, Inv	Correct Owner	2013	107.35
<b>Total R&amp;P Property Releases</b>			<b>18310.43</b>
<b>Real &amp; Personal Property</b>			
<b>Refunds</b>			
	None reported		0.00
<b>Total R &amp; P Property Refunds</b>			<b>0.00</b>
<b>Total R&amp;P Prop. Rel. &amp; Ref.</b>			<b>\$ 18,310.43</b>
<b>Vehicle Releases</b>			
Woodard, Betty Tucker	Correct Situs	2011	103.72
Carnalla, Severiano Pineda	Pro-Rate	2012	17.57
Community Workforce	Charitable Alloc	2012	18.49
Green, Jamesha Antonia	Pro-Rate	2012	2.48
Hargrove, Antwan Oneal	Pro-Rate	2012	4.87
Hawley, Cleveland	Pro-Rate	2012	2.49
Marshall, Walter Louis	Pro-Rate	2012	21.96
Meadows, Ada Lewis	Correction (Deceased)	2012	(236.82)
Terrell, Crystal Ann	Pro-Rate	2012	5.87
Waters, Steven Paul	Pro-Rate	2012	11.93
Au Hong Vinh	Pro-Rate	2013	94.68
Ayscue, James Carl	Pro-Rate	2013	40.18
Brame, James Arthur, Jr.	Pro-Rate	2013	18.68
Eaves, Joseph Grey, Sr.	Transfer Out	2013	236.38
Gooding, Woodrow, Jr.	Pro-Rate	2013	3.04
Gospel Baptist Church	Religious	2013	16.80
Hayes, Sheila Jones	Pro-Rate	2013	23.06

**Tax Releases & Refunds October 2013- Continued**

<b>Oct 2013 Tax Releases</b>			
<b>Name</b>	<b>Reason</b>	<b>Tax Year</b>	<b>Amount</b>
Ho Falkner & Son Inc	Correct Situs	2013	66.61
Lemmond, Frederick Marshall, Jr.	Pro-Rate	2013	52.16
Mendoza, Gregoria	Pro-Rate	2013	14.60
Nunnery, Edith Fisher	Correct Situs	2013	122.96
Roberson, Michael Thomas	Correct Situs	2013	768.63
Van Venrooy, John Robert	Correct Situs	2013	81.67
Washington, Sheila Lorraine	Pro-Rate	2013	10.39
Williams, Denise	Pro-Rate	2013	4.46
<b>Total Vehicle Releases</b>			<b>1,506.86</b>
<b>Vehicle Refunds</b>			
Boyd, Russell Greenway	Pro-Rate	2012	58.45
Henderson, Charline Shunta	Pro-Rate	2012	5.16
Taylor, Lucy Hamilton	Pro-Rate	2012	0.62
Tellez, Ana Lilia Santos	Pro-Rate	2012	0.65
Tellez, Dania Gisela Santos	Pro-Rate	2012	10.45
Collins, Earlie Glenn	Pro-Rate	2013	2.53
Countryman, Rodney Lee	Pro-Rate	2013	23.37
Kincaid, Cathy Maupin	Pro-Rate	2013	2.58
Meza, Cruz Luis Alberto	Pro-Rate	2013	12.80
Woodard, Sheila Tobias	Pro-Rate	2013	11.51
<b>Total Vehicle Refunds</b>			<b>128.12</b>
<b>Tot. Veh. Rel. &amp; Ref.</b>			<b>1,634.98</b>
<b>Total All Releases &amp; Refunds</b>			<b>19,945.41</b>

There was no discussion regarding any of the remaining items on the Consent Agenda. Mayor O’Geary asked for a motion to approve the Consent Agenda.

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

**Authorizing the Acceptance of the Clean Water State Revolving Fund Loan for the Elmwood Cemetery Sewer Main Replacement Project; Authorizing the Execution of a Contract with McGill Associations, P.A. for the Completion of Engineering Design for the Elmwood Cemetery Outfall Project; and Revising the Elmwood Cemetery Outfall CIP Project Budget to Encompass All Additional Costs Incurred for the Project. (Reference: CAF 13-108)**

City Manager Griffin suggested this item be deferred to the 9 December meeting to verify the fees associated with the Outfall Project. The consensus of Council to defer consideration of this project was as follows: YES: Daye, Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Brown.

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

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

## **REPORTS**

- a) Mayor/Mayor Pro-Tem – Mayor Pro-Tem Rainey urged Council to attend the United Way event at the Perry Memorial Library on December 10 at 3:30 p.m. where strategies will be discussed for 2014.
- b) City Manager (No Report)
- c) City Attorney (No Report)
- d) City Clerk – Council was reminded of the Christmas Parade on Sunday and Senator Bryant’s Political Fund Raiser on December 17<sup>th</sup>. Also, anyone interested in attending the Essentials of Government Class needs to contact the City Clerk to be registered.

## **OTHER ISSUES**

### **Economic Development Commission (EDC)**

Council Member Inscoe asked for a discussion regarding economic development at a future work session. He would like Council to consider some type of package that the EDC can offer to prospective businesses as part of an incentive to locate/re-locate to this area. Mr. Inscoe would like Council to consider establishing criteria based on issues such as the number of jobs to be created, waiver of water/sewer taps.

Council Member Daeke felt this was an important issue and asked if some legwork could be done prior to the next meeting to allow councilmembers to consider possibilities before meeting. Council Member Coffey expressed the need for some type of penalty/protection when businesses do not fulfill their obligation.

Council Member Inscoe said he would be happy to meet with the City Manager to begin this process.

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

## **CLOSED SESSION**

Council Member Daeke moved for Council to convene in closed session pursuant to G.S. §143-318.11(a)(3) for an Attorney-Client Privilege Matters, and for a Personnel Matter, pursuant to G.S. §143-318.11(a)(6) Motion seconded by Council Member Daye and unanimously approved.

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

Council Member Daeke asked if the *Light The Night* event will still take place if the weather is inclement. The Mayor responded it will be inside the First United Methodist Church if it is raining.

Council Member Daeke moved for adjournment. Motion seconded by Council Member Daye, and was unanimously approved. The meeting adjourned 7:17 p.m.

---

James D. O'Geary  
Mayor

***ATTEST:***

---

Esther J. McCrackin  
City Clerk

**City Council Minutes--DRAFT**  
**Work Session**  
**25 November 2013**

---

**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 Daeke, Vernon L. Brown and George M. Daye.

**ABSENT**

None.

**STAFF PRESENT**

City Manager Ray Griffin, City Clerk Esther McCrackin, Finance Director Kathy Brafford, Planning and Community Development Director Erris Dunston, Main Street Manager Pam Hester, Code Compliance Director Corey Williams, Interim Police Chief Marcus Barrow and Engineering Director Peter Sokalski.

**CALL TO ORDER**

The 25 November 2013 Work Session of the Henderson City Council was called to order by Mayor James D. O'Geary at 7:17 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

**ROLL CALL**

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

**ADJUSTMENTS TO/APPROVAL OF AGENDA**

Mayor O'Geary asked if there were any adjustments to the Agenda. City Manager Griffin asked that *Consideration of Approval of Ordinance 13-60, Amending Zoning Ordinance Section 408 Relative to Off Premises Advertising* be discussed first as input may be necessary from the City Attorney who normally does not attend the Work Session. City Clerk McCrackin said with Council's Permission staff would like to present an update regarding the 2" *Water Line*. With those changes, it was the consensus of Council to accept the adjusted agenda.

## **WORK SESSION ITEMS**

### **Consideration of Approval of Ordinance 13-60, Amending Zoning Ordinance Section 408 Relative to Off Premises Advertising. (CAF 13-112-A; Ordinance 13-60)**

City Manager Griffin asked Planning and Development Director Erris Dunston to give Council an update on the Planning Board's recommendation as requested from the last Council meeting.

Ms. Dunston said the Planning Board met on 18 November. The recommendation includes two options regarding off premise advertising signs. All signs would need to meet Council's approval. The first option would allow a business to be a sponsor of a program with uniform signage for a set duration. The second option would be permanent honoring someone or some event such as having a plaque placed at the bottom of a flag pole.

As a reminder, Ms. Dunston said this came about with the desire to create partners for some of the projects that need to be upgraded and/or completed within the City and specifically mentioned the planters on Garnett Street. The first option, mentioned above, would allow sponsorship for a year with uniform signs placed in the planter. She added whatever the project, the signage would be size appropriate meaning what is the correct size for a planter would be not the correct size for a ball field.

Council Member Rainey, a member of the Planning Board, added in layman's terms, there are two styles under consideration. One was permanent recognition. The other is advertising. Council would determine which style is appropriate.

Council Member Coffey asked who would determine the cost. Ms. Dunston said it would be determined by the project.

City Attorney Zollicoffer, Jr. said an annual fee could be charged for signage in the planters which would cover the City's costs for maintaining the sign. Individuals would not maintain the signs. The Attorney said the thought is for the general project to be approved by the Council and then administration would be completed by the City.

Council Member Kearney said he thought this sounds like a good idea and asked if an ordinance could be created to provide that each program director would bring to Council a plan for review. He does not want to create something that is all inclusive which will limit possibilities.

Council Member Daeke agreed with Mr. Kearney's concept and added the City needs to deal with existing signs. So he asked that whatever is decided is concise. His main concern is size, materials, appropriateness to the area/locale and length of time. He also suggested that the Land Planning Committee might be the appropriate venue to review the project before coming to Council.



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

City Manager Griffin said with permission, this issue will be brought back to Council as a Work Session item in December.

**Handicap Parking and Loading/Unloading Zone on Chestnut Street.** (*Reference: CAF 13-113; Ordinance 13-64*)

City Manager Griffin said this is just one of the routine requests that comes in from time to time. It is recommended that this be put on the next meeting for approval.

Council Member Kearney pointed out there is a small cost involved. Mr. Griffin said it is part of maintaining the signs.

Mayor O'Geary called for the consensus of Council. The consensus to bring this item forward to the next meeting was as follows: YES: Kearney, Coffey, Inscoc, Rainey, Peace-Jenkins, Daeke, Brown and Daye.

**High Service Pump Bid Award.** (*CAF 13-06; Resolution 13-04*)

City Manager Griffin asked Engineering Director Peter Sokalski to summarize this award. Mr. Sokalski said bids were opened last Thursday; however, the review process will not be completed. He said EE&T is currently verifying the bidder's qualifications and will be presented at the next Council meeting. Mr. Griffin asked Mr. Sokalski to prepare an interim memo to keep Council abreast of the process before the next meeting.

Mayor O'Geary called for the consensus of Council. The consensus to bring this item forward to the next meeting was as follows: YES: Kearney, Coffey, Inscoc, Rainey, Peace-Jenkins, Daeke, Brown and Daye.

**Appointments to the Henderson-Vance Human Relations Commission.** (*Reference: CAF 13-123; Resolution 13-81*)

City Manager Griffin asked Boards and Commissions Committee Chairperson Council Member Daeke to present this item. Mr. Daeke said the Boards and Commissions Committee met on 21 November and considered three (3) applications. All three applicants are unanimously brought to Council for two year appointments to the Human Relations Commission for terms expiring 30 June 2015. The committee is working hard to involve more of the younger population and Mr. Daeke encouraged Council Members to look within and outside their individual wards for possible candidates.

Mayor O'Geary called for the consensus of Council. The consensus to bring this item forward to the next meeting was as follows: YES: Kearney, Coffey, Inscoc, Rainey, Peace-Jenkins, Daeke, Brown and Daye.

**Dissolving the 2005 David Street Community Development Advisory Committee and Establishing a City Wide Community Development Advisory Committee; and Establishing a Flint Hill Neighborhood Advisory Committee Relative to the CDBG Talen Enhancement Grant.**(Reference: CAF 13-98; Resolution 13-65 and Resolution 13-78)

City Manager Griffin asked Planning and Community Development Director Erris Dunston to present this issue. Ms. Dunston explained that one of the requirements of the Capacity Building Grant is for the City to have a Community Development Advisory Committee and also a Neighborhood Advisory Committee.

Ms. Dunston said the 2005 David Street Community Development Advisory Committee has been inactive since 2009 when the project closed. So, to prevent any confusion, it is recommended this committee be dissolved and a new city-wide Community Development Advisory Committee be established. It is also recommended that at this time the Neighborhood Advisory Committee be specific to the Flint Hill community.

Ms. Dunston added that the Boards and Commissions Committee met on 24 October to review and establish guidelines for both committees which will be recommending bodies to the Council regarding community development.

Council Member Kearney asked if a Council Member could be added as an ad hoc member. Mr. Griffin responded it would be at the discretion of Council as a whole.

Council Member Coffey asked how soon before these committees would be established. Ms. Dunston responded as soon as the committees are approved, applications will be considered.

Council Member Inscoe said he did not want to be the bearer of bad news but shared the grant monies are minimal for this type of project and with the combining of the Rural Center with the Department of Commerce, things are not going smoothly. Mr. Griffin said he felt it was important to establish these committees now so the City will be prepared for future possibilities.

Council Member Kearney added the city has committed to the grant and that the scope will need to be refocused to make whatever improvements are possible.

Council Member Peace-Jenkins felt even if there are no dollars, the Flint Hill community will feel they are being reached out to and not being ignored.

Mayor O'Geary then called for the consensus of Council. The consensus to bring this item forward to the next meeting was as follows: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Brown and Daye.

**Developing a Demolition Contract for Partnerships with Non-Profit Organizations/  
Churches for the Demolition of Abandoned Structures and Abatement Projects.**  
(Reference: CAF 13-122; Resolution 13-80)

The City Manager asked Code Compliance Director Corey Williams to come forward to present this contract. Mr. Williams said permission has been requested by non-profits to demolish abandoned structures within the Flint Hill community. Given the lack of resources, Mr. Williams sees partnerships such as this an invaluable tool which will benefit both the City and community. He added each time the city enters into an agreement, the contract will be reviewed by the City Attorney.

Council Member Peace-Jenkins asked if the contract is *set in stone* or if it is flexible, according to circumstances. Mr. Williams said each individual case would be considered by the City Attorney and City Manager and brought before Council.

Council Members Rainey liked the concept and asked if the process of giving City owned property to developers to tear down structures for redevelopment is still being used. Mr. Williams said not really and went on to say that this particular item comes more from a mission standpoint than wanting to develop the property.

Council Member Inscoe and Kearney agreed that the City should not place the entire burden on the non-profit. Mr. Kearney asked about the City's liability.

Council Member Daeke mentioned the possibility of the County reducing the land fill costs.

Mayor O'Geary then called for the consensus of Council. The consensus to bring this item forward to the next meeting was as follows: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Brown and Daye.

**Main Street Program and H-VDDC Update.** (Reference: CM 13-30)

City Manager Griffin asked Main Street Director Pam Hester to provide this update. Ms. Hester gave a brief PowerPoint presentation which reviewed its four-point approach (organization, promotions, design and economic restructuring) and summarized a retreat that focused on the basics of being a successful Main Street and developing a management system. Ms. Hester noted that Henderson needs a brand to build on; an updated vision and the H-VDDC needs to develop a mission statement. She then reviewed events of the year such as *Merchant Meet and Greets*, free art lessons for seniors, sidewalk sales, Ducky Derby Merchant Coupons, Trick or Treat, and *Damsels in Defense*. Ms. Hester shared 16 students from Eaton Johnson Ambassadors have volunteered 136 hours. She said the Christmas parade has approximately 20 more entries than last year. She also reviewed the economic structure of downtown Henderson and summarized by saying although the H-VDDC lost focus, it is now heading in the proper direction and is working hard to complete a strategic plan and to be back in proper compliance.

Council Member Inscoe asked if loans were still available from the H-VDDC. Ms. Hester responded yes. He then asked if the County and the EDC could provide more exposure for

properties that are for sale. Mr. Inscoe also asked about a Paint Main Street Program offered by Benjamin Moore Paints. Ms. Hester said she looked into the program which is closed for this year but hopes to apply next year.

Council Member Daeke appreciated the work of the H-VDDC and asked about the County's involvement. He suggested she share this presentation at a County Commissioner's meeting.

City Manager Griffin asked the Mayor if Council would like to recognize Mr. Phil Hart, Chairman of H-VDDC. Mr. Hart came forward and said Mr. Terry Garrison, from the County is one of the H-VDDC members.

Mayor O'Geary said he looks forward to Mr. Hart's leadership.

**Minimum Housing and Enforcement (430 and 432 Chavasse Avenue).** (*Reference: CM 13-31*)

City Manager Griffin asked Code Compliance Director Corey Williams to come forward. Mr. Williams gave a brief PowerPoint presentation to paint a picture of the issues faced by the Code Compliance Department. He began by referencing the structure at 430/432 Chavasse Avenue due to the recent publicity and said he had been thinking in general about this problem within the City. It is Mr. Williams desire to focus Council on the blighted issues that exist and how to resolve these problems. He said the normal action has been aggressive code enforcement but feels more should be done with minimum housing to avoid structures getting to the point of needing demolition.

City Manager Griffin asked Mr. Williams to explain the timeframe of enforcement on the Chavasse Avenue property. Mr. Williams said the complaint and notice began the process in July. Then there was 45 days for issuing the findings and then a review was completed and the entire process was completed in October which is when the *Charlotte News & Review* publicized the problem.

He said abandoned structures have been the focus for a long time and since 2004 approximately 300 structures have been removed. However, Mr. Williams feels the focus should now turn to minimum housing to avoid the need for demolition. He showed a map of the City with 289 active abandoned structures and also a map showing historical data regarding over 700 cases of minimum housing since 2007.

Mr. Williams then showed a house that looks fine from the street but upon further inspection, had a leaking roof, exposed panel box inside, rotted boards, subfloor exposed and peeling paint -- things that are not always visible from the street.

There was a lengthy discussion regarding issues such as landlords, tenants that create problems for landlords, obligations of the City, the need to "put more teeth" into existing ordinances, a two person department and ultimately it was decided to bring this issue to the Strategic Planning Retreat for further consideration.

## **2" Water Line Update**

City Manager Griffin asked Engineering Director Peter Sokalski to update this project. Mr. Sokalski said the good news is that work should start in December for replacing 1,300 ft. of water line. The work is being done by H. G. Reynolds, a local company and should be completed by mid-summer.

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

## **ADJOURNMENT**

Council Member Peace-Jenkins moved for adjournment. Motion seconded by Council Member Daye and unanimously approved. The meeting adjourned at 8:53 p.m.

---

James D. O'Geary  
Mayor

## ***ATTEST:***

---

Esther J. McCrackin, City Clerk

**City Council Action Form**

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



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

**Council Meeting:** 9 Dec 13 Reg. Meeting

---

3 December 2013

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

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

**RE: CAF: 13-06**

**Consideration Approval of: 1) Resolution 13-04, Authorizing a Bid Award for the High Service Pump Replacement in the Amount of \$914,866 to Dellinger Inc. of Monroe North Carolina for the Regional Water System; and 2) Ordinance 13-71, FY 14 Budget Amendment #21 Amending the KLRWP High Speed Efficiency Pump Project Fund.**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

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

**Recommendation:**

Approval of:

- Resolution 13-04, Authorizing a Bid Award for the High Service Pump Replacement in the Amount of \$914,866 to Dellinger Inc. of Monroe North Carolina for the Regional Water System.
- Ordinance 13-71, FY14 Budget Amendment #21 Amending the KLRWP High Speed Efficiency Pump Project Fund.

## **Executive Summary**

On 23 July 2012, the City Council approved, via Resolution 12-59, the acceptance of a 0% interest loan from the state to replace an existing 700Hp Finished water pump with a new 750Hp Finished variable frequency drive water pump in order to ensure redundancy, efficiency of pumping capacity and reliability. The plans and specifications had to be updated by EE&T as it was originally part of the 20 MGD project.

Eight bids were received for the construction services to replace the High Service Pump in accordance with the plans. EE&T, Inc. recommends the bid be awarded to Dellinger, Inc., subject to final approval by the state.

## **Enclosures**

1. Resolution 13-04
2. Ordinance 13-71
3. EE & T Bid Award Recommendation
4. Resolution 12-59

## RESOLUTION 13-04

### A RESOLUTION APPROVING THE AUTHORIZING BID AWARD FOR THE HIGH SERVICE PUMP REPLACEMENT TO DELLINGER INC. OF MONROE NORTH CAROLINA FOR THE REGIONAL WATER SYSTEM HIGH SPEED PUMP REPLACEMENT

**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 City Council has previously approved the acceptance of the loan for the High Service Pump Replacement via Resolution 12-59 on 23 July 2012; *and*

**WHEREAS**, the Federal Safe Drinking Water Act Amendments of 1996 and the NC Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water system improvements; *and*

**WHEREAS**, bids have been solicited for the performance of this work in accordance with the North Carolina General Statutes; *and*

**WHEREAS**, the project was formally advertised and 8 bids were received for this project with the low bid being Dellinger Inc. of Monroe North Carolina; *and*

**WHEREAS**, the City Staff recommends a bid award to Dellinger Inc. subject to approval of the Division of Water Resources, Loans and Grants Section.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHORIZE** the bid award to Dellinger Inc., being more fully articulated in *Attachment A* to this Resolution, for the High Service Pump Replacement project in the amount of \$914,866.

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



The foregoing Resolution 13-04, upon motion of Council Member \*\*\* and second by Council Member \*\*\*, and having been submitted to a roll call vote during a regularly scheduled and open meeting, received the following votes and was \_\_\_\_\_ on this the \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2013: YES:. NO:. ABSTAIN:. ABSENT:.

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

ATTEST:

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

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

CITY OF HENDERSON, NORTH CAROLINA  
KERR LAKE REGIONAL WATER SYSTEM

---

HIGH SERVICE PUMP SYSTEM REPLACEMENT

---

BID FORM

(This Bid Form shall not be detached from the Contract Documents and the entire booklet shall be included with each signed bid.)

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this bid; that this bid is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed form of Contract, and the Drawings therein referred to; that no person or persons acting in any official capacity for the City of Henderson is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this bid is accepted, to execute the form of Contract with the City of Henderson to provide all necessary equipment, tools and other means of construction and to do all work and furnish all the materials shown and specified in the Contract Documents, as therein set forth and that he will take in full payment therefor, the following sum to wit:

Project #3526

BF - 1

DESCRIPTION	ESTIMATED QUANTITY	COMPUTED TOTALS
<u>Item 1 -- High Service Pump System Replacement</u>		
For providing all labor, equipment, tools, materials, and incidentals to remove the existing high service pump system and install a new high service pump system as shown and/or specified, the lump sum of		
ONE HUNDRED FIFTY-FIVE THOUSAND <sup>EIGHT HUNDRED</sup> SIXTY-SIX		Dollars
and ZERO	Cents	Lump Sum \$ 155,866-

<u>Item 2 -- High Service Pump System and VFD</u>		
For providing all materials and incidentals to furnish a new high service pump system, including the VFD system, as shown and specified, the lump sum of		
SEVEN HUNDRED FIFTY-NINE THOUSAND		Dollars
and ZERO	Cents	Lump Sum \$ 759,000-

TOTAL ITEMS 1 AND 2		
NINE HUNDRED FOURTEEN THOUSAND		Dollars
EIGHT HUNDRED SIXTY-SIX		Dollars
and ZERO	Cents	\$ 917,866-

Bidder agrees that this bid shall be good and may not be withdrawn within a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Contract award will be in accordance with the Article 2 of the General Conditions based on the computed totals shown above for Items 1 and 2.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within 15 calendar days (not including Sunday) and deliver the Surety Bonds and Certificate of Insurance as required by the Contract Documents.

The Bidder agrees to submit a construction program in accordance with and at the time prescribed in the General Requirements, and to progress the work in accordance with the approved

program. He shall substantially complete and finally complete the work within the number of days indicated in the Agreement, unless the City of Henderson will authorize or order a delay.

The undersigned acknowledges that an authorized representative of the Bidder has visited the site of the work and is aware of the intent and the scope of the work to be performed under this Contract.

The Bidder understands that the City of Henderson reserves the right to reject any or all bids and to waive any informalities in the bidding.

Project #3526

BF - 3

Receipt of the following addenda is acknowledged:

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>11/15/13</u>	_____	_____
<u>2</u>	<u>11/18/13</u>	_____	_____
_____	_____	_____	_____

The Bidder agrees that the Work shall be substantially completed in accordance with the General Conditions within 240 calendar days and all work shall be fully completed and ready for final payment in accordance with Paragraph 14.09 of the General Conditions within 270 calendar days after the date when the Contract Time commences to run as provided in the General Conditions. Said final completion date shall be referred to in these instructions to Bidders as the "REQUIRED COMPLETION DATE".

The Bidder agrees that, if default is made in completion, the City of Henderson shall deduct as liquidated damages, the amount per day as set forth in Special Conditions, for each and every calendar day completion is delayed in excess of the Contract Time set forth above. This amount is agreed upon as reasonable due to the effect of each section of the work on the time of completion of the entire project.

Signature of person, firm or corporation making bid:

Firm Name: DELLINGER, INC.

James S. Hughes

By: James S. Hughes

Title: VICE PRESIDENT

P.O. Address: PO. Box 929, Monroe, NC 2811-0929

Date: NOVEMBER 21, 2013



(If Bidder is by a Corporation) Registered North Carolina \_\_\_\_\_

Contractor No. 5992

Project #3526

BF - 4

CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS OF

DELLINGER, INC.

(Name of Corporation)

RESOLVED that

JAMES S. HUGHES

(Person Authorized to Sign)

VICE PRESIDENT

(Title)

to

DELLINGER, INC.

(Name of Corporation)

be authorized to sign

submit the bid for proposal of this corporation for the following:

CITY OF HENDERSON, NORTH CAROLINA  
KERR LAKE REGIONAL WATER SYSTEM

HIGH SERVICE PUMP SYSTEM REPLACEMENT

The Foregoing is a true and correct copy of the resolution adopted by

DELLINGER, INC.

(Name of Corporation)

at a meeting of its Board of Directors held on the 25<sup>th</sup> day of

MARCH

2013



By

James S. Hughes  
JAMES S. HUGHES

Title

VICE PRESIDENT

The above form must be completed if the Bidder is a Corporation.

Project #3526

BF - 5

# Dellinger, Inc.

P. O. Box 929 --- Monroe, NC 28111-0929

Heavy Contractor

Office No. (704) 283-7551

Fax No. (704) 289-8217

I do hereby certify that the attached document is a true and complete copy of the resolution accepted by the Board of Directors and incorporated into the corporate resolutions of Dellinger, Inc. on March 25, 2013.

James S. Hughes V.P.  
Signature of Officer Title  
JAMES S. HUGHES, VICE PRESIDENT



Subscribed and sworn to before me this 21<sup>st</sup> day of NOVEMBER, 2013.

Marie T. Lathan  
Notary Public

My Commission Expires: 1/21/2015



[http://dellinger2012/Office/CorpFiles/\[Corporate Resolution Certification Ltr.xlsx\]A](http://dellinger2012/Office/CorpFiles/[Corporate Resolution Certification Ltr.xlsx]A)

# ORDINANCE 13-71

## AN AMENDMENT TO THE FY 2013 -- 2014 BUDGET TO TRANSFER CONTINGENCY FUNDS TO CONSTRUCTION IN THE CIP REGIONAL – KLRWP HIGH SPEED EFFICIENCY PUMP PROJECT BUDGET AMENDMENT #21

**WHEREAS**, the City Council of the City of Henderson (Council), on 27 June 2013, adopted its FY 13-14 Operating Budget; *and*

**WHEREAS**, the Council has created and uses a Capital Improvements Fund for active capital projects related to the regional water treatment system, said fund referred to as 46: CIP Regional Water 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, said amendment incorporated in this Ordinance.

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

FUND: 46: CIP - Regional			<b>Ordinance 13-71</b>			
PROJECT: 939: Replacement of KLRWP High Speed Service Pump			FY 13-14 Budget Amendment #21			
Project Budget Created: 23 July 2012			Amending Capital Project 46-939: Replacement of KLRWP High Speed Service Pump - Amendment #1 to this project			
REVENUES			Approved 23-Jul-12	Current Budget	Amendment	Revised
Department	Line Item	Code				
	State Revolving Loan	46-939-458100	\$ 1,129,000	\$ 1,129,000	\$ -	\$ 1,129,000
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ 1,129,000	\$ 1,129,000	\$ -	\$ 1,129,000
EXPENDITURES			Approved 23-Jul-12	Current Budget	Amendment	Revised
Department	Line Item	Code				
	Legal/Admin	46-939-510200	\$ 9,000	\$ 9,000	\$ -	\$ 9,000
	Engineering Design	46-939-510301	\$ 67,000	\$ 67,000	\$ -	\$ 67,000
	Construction	46-939-510400	\$ 895,000	\$ 895,000	\$ 20,000	\$ 915,000
	Construction/Admin	46-939-510800	\$ 46,000	\$ 46,000	\$ -	\$ 46,000
	SRF Admin/Closing Fee	46-939-504514	\$ 22,580	\$ 22,580	\$ -	\$ 22,580
	Contingency	46-939-509900	\$ 89,420	\$ 89,420	\$ (20,000)	\$ 69,420
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ 1,129,000	\$ 1,129,000	\$ -	\$ 1,129,000
		<b>Variance</b>			\$ -	\$ 1,129,000
<b>Reference:</b>			<b>Notes:</b>			
City Council Mtg 7/11/2012; CAF: 12-88; Ord 12-48; BA#2			On 26 September 2011, Council, via Resolution 11-88, approved the application for a loan/grant to the NCDENR for various projects with one being the replacement of a high speed service pump at the KLRWP.			
			On 11 July 2012, the City received notification that a DWSRF loan had been approved for the replacement of the high speed pump.			
			This amendment establishes the project budget.			
City Council Mtg 12/09/2013; CAF: 13-06; Ord 13-71; BA #21			This amendment serves to transfer funds from the contingency line item in this project to the Construction line item as a result of the bid awarded to Dellinger, Inc. at the City Council meeting on 12/09/2013.			



The foregoing Ordinance 13-71, upon motion of Council Member \*\* and second by Council Member \*\*\*, and having been submitted to a roll call vote and received the following votes and was \*\*\* on this the 9 day of December 2013: YES: \*\*\*. NO: \*\*. ABSTAIN: \*\*. ABSENT: \*\*.

\_\_\_\_\_  
James D. O’Geary, Mayor

**ATTEST:**

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

*Reference: Minute Book 42 p. \*\*\*; CAF 13-06*

\_\_\_\_\_  
**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—71 adopted by the Henderson, City Council in Regular Session on 9 December 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 December 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*



ENVIRONMENTAL ENGINEERING & TECHNOLOGY, INC.

25<sup>th</sup> ANNIVERSARY

1985 - 2010

November 27, 2013

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

Re: Bid Award Recommendation for Kerr Lake Regional Water System  
High Service Pump System Replacement

Dear Mr. Frazier:

We are in receipt of the eight (8) bid packages for the above referenced project that were opened on November 21, 2010 at 2:00 p.m. at City Hall, 134 Rose Avenue. The following is a summary of the bids received with the apparent low bidder in bold print and listed from low to high:

➤ <b>Dellinger, Inc.</b>	<b>\$ 914,866.00</b>
➤ T.A. Loving Company	\$ 929,000.00
➤ Wharton-Smith, Inc.	\$ 941,000.00
➤ H.G. Reynolds Co., Inc.	\$ 942,800.00
➤ Hickory Construction Co.	\$ 947,900.00
➤ George Raper & Son, Inc.	\$ 962,540.00
➤ Moffat Pipe, Inc.	\$ 1,035,000.00
➤ Hickory Construction Co.	\$ 1,210,000.00

As seen, Dellinger, Inc. is the apparent low bidder for the project. All required forms were filled out, signed, and dated as well as sealed or notarized. Per the Instructions to Bidders, a photocopy of their Contractor's license was to be furnished with their bid package, but it was not. However, a non-response to this request does not appear to be sufficient reason to dismiss Dellinger, Inc.'s bid package since their license number appears on all the forms requested, including on the bid package envelope. Also, Dellinger, Inc. has a long standing reputation as a quality contractor in good standing with many municipalities and utilities, engineers, their suppliers, their banking institution, and their surety company.

For the other bid packages provided, the following discrepancies were noted:

- T.A. Loving Company – No photocopy of their Contractor license was provided
- T.A. Loving Company – DBE Form PWS001 was not provided

712 gum rock court • newport news, virginia 23606 • (757) 873-1534 • fax: (757) 873-2392

- T.A. Loving Company – The lump sum amounts for the bid items and total were not written in long hand
- H.G. Reynolds Co., Inc. – DBE Form PWS001 was not provided

We have contacted the following references provided by Dellinger, Inc. in their bid package:

<u>Company</u>	<u>Location</u>	<u>Phone Number</u>	<u>Relationship</u>
Travelers	Charlotte, NC	(704) 540-3500	Surety/Insurance
Fifth Third Bank	Monroe, NC	(704) 289-9555	Bank
City of Winston-Salem	Winston-Salem, NC	(336) 747-7309	Client/Owner
Hobbs, Upchurch & Assoc	Southern Pines, NC	(910) 692-5616	Engineer
Keck & Wood, Inc.	Rock Hill, SC	(803) 324-4712	Engineer
HD Supply Waterworks	Charlotte, NC	(704) 597-6430	Supplier

All references contacted by EE&T expressed that Dellinger, Inc. is in good standing with them based upon their relationship from previous work, and rated them as a good to excellent contractor. More often than not, Dellinger, Inc. provided quality work, and projects were completed on time and within the budget. Occasionally, projects were completed over the initial contract time, which were typically the result of change orders (some initiated by the Owners and some by Dellinger, Inc.) and/or subcontractors.

Based on the above information, we find Dellinger, Inc. to be a responsive and responsible low bidder, and recommend award of the project to Dellinger, Inc., subject to legal review and approval by City and PWS officials.

Also, please see the required PWS documents enclosed for the “Owner” prepared for City review and endorsement. We have contacted Dellinger, Inc. and informed them that they are the apparent low-bidder for the project and begin preparing the required DBE documents for submission to PWS (with the City documents). Once ready, they are to send directly to you.

Please contact me if there are any questions or if additional information is required.

Sincerely,  
EE&T, Inc.



David A. Cornwell, Ph.D., P.E., BCEE  
President

encls

## RESOLUTION 12-59

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

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

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

**WHEREAS**, the Federal Safe Drinking Water Act Amendments of 1996 and the NC Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water system improvements, *and*

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

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

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

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

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

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

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

The foregoing Resolution 12-59 introduced by Council Member Kearney and seconded by Council Member Rainey on this the 23<sup>rd</sup> day of July 2012, and having been submitted to a roll call vote, was APPROVED by the following votes: YES: Coffey, Inscoc, Rainey, Peace-Jenkins, Daeke, Brown, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: None.

---

James D. O'Geary, Mayor

***ATTEST:***

---

Esther J. McCrackin, City Clerk

Approved to Legal Form:

---

John H. Zollicoffer, Jr., City Attorney

*(Reference: Minute Book 42, p. 532.)*

---

**STATE OF NORTH CAROLINA  
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing is a true and exact copy of *Resolution 12-59*, adopted by the Henderson, City Council in Regular Session on 23 July 2012 (*See Minute Book 42, p. 532.*). This Resolution is recorded in *Resolution Book # 3*, pp. 13.

Witness my hand and corporate seal of the City, this 24<sup>th</sup> day of July 2012.

---

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



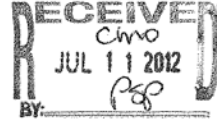
North Carolina Department of Environment and Natural Resources

Division of Water Resources

Beverly Eaves Perdue  
Governor

Thomas A. Reeder  
Director

July 3, 2012



Dee Freeman  
Secretary

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

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

Dear Mayor O'Geary:

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

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

**Next Steps:**

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

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

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

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

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

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

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



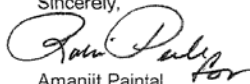
James O'Geary  
City of Henderson  
July 3, 2012  
Page 2

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

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

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

Sincerely,



Amanjit Paintal  
Project Engineer  
Revolving Loan and Grant Program

ASP/RDP

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

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



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

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

PART A

SECTION 1 - OFFER

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

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

Description of Project:

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

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

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

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

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

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

August 9, 2012

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

\_\_\_\_\_  
Date

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

Thomas A. Reeder, Division Director

7/5/12

APW 7-3-12  
PWSS Accounting Approval

## SECTION 2 – ASSURANCES

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

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

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

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

---

SECTION 3 – ACCEPTANCE

---

On Behalf of (Legal Name of Applicant)

City of Henderson

---

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

---

Signature of Representative

Date

---

Name and Title of Representative (Type or Print)

James O'Geary, Mayor

---

### Remit Information Form (Optional)

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

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

**Information:**

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

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

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

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

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

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

\_\_\_\_\_  
Date

## Procedures (Process for Loan and Grant Applicants)

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

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

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

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

### DBE DOCUMENTATION

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

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

After accepting the Part A and having accomplished the following:

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

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

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

---

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

## Procedures (Process for Loan and Grant Applicants)

Cont'd

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

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

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

### **LOAN OR GRANT PAYMENTS**

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

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

### **CONSTRUCTION COMPLETION**

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

### **AUDIT**

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

### **PRINCIPAL AND INTEREST PAYMENTS**

As specified in the Loan Agreement and Promissory Note.

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

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

## City Council Action Form

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



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

Council Meeting: 9 Dec 13 Short Reg. Meeting

---

3 December 2013

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

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

**RE:** **CAF: 13-108**

**Consideration of Approval of 1) Resolution 13-72 Authorizing the Acceptance of the Clean Water State Revolving Fund Loan for the Elmwood Cemetery Sewer Main Replacement Project; and 2) Resolution 13-68, Authorizing the Execution of a Contract with McGill Associates, P.A. for the Completion of Engineering Design for the Elmwood Cemetery Outfall Project; and 3) Ordinance 13-50, FY14 Budget Amendment # 14, Revising the Elmwood Cemetery Outfall CIP Project Budget to Encompass All Additional Costs Incurred for the Project.**

**Ladies and Gentlemen:**

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

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

### **Recommendation:**

### **Approval of:**

- 1) Resolution 13-72 Authorizing the Acceptance of the Clean Water State Revolving Fund Loan for the Elmwood Cemetery Sewer Main Replacement Project.
- 2) Resolution 13-68, Authorizing the Execution of a Contract with McGill Associates, P.A. for the Completion of Engineering Design for the Elmwood Cemetery Outfall Project.
- 3) Ordinance 13-50, FY14 Budget Amendment #14, Revising the Elmwood Cemetery Outfall CIP Project Budget to Encompass All Additional Costs Incurred for the Project.

CAF 13-108: 9 December 2013 Council Meeting: 25 November 2013 Council Meeting:  
28 Oct 2013 Work Session



## Executive Summary

On 25 February 2013 the City Council approved Resolution 13-23 authorizing the execution of an application for a State Revolving Fund Grant/Loan to provide funding for various downstream sewers that Sandy Creek Pump Station empties into. On 1 April 2013 the City received notice from the Infrastructure Finance Section of their intent to fund this project. This project will help mitigate the potential for sewer bypasses and overflows and will work in conjunction with flows from the Sandy Creek Pump Station.

The \$1,800,000 project was included in the FY 13-14 Budget and projected in the Rate Stabilization & Debt Service Plan. Payments would not start until FY 16-17 with an estimated debt service of \$115,465 annually for 20 years. Based on current revenues and expenditures, it is anticipated there would not need to be a rate increase to pay for the debt service on this project. The loan offer is also being reviewed by the Local Government Commission and is subject to their approval.

On 13 May 2013 City Council approved Resolution 13-35 authorizing the execution of the contract with McGill Associates to complete the Preliminary Engineering Report (PER), which has now been reviewed and approved by the State. The next step is to approve the contract for the design, construction, inspection and administration of the project. It is recommended that McGill Associates perform the design and other work in conjunction with this project. We are currently in the process of negotiating the final fee for the design and other related services for this project with McGill. After negotiation with McGill Associates, the final fee for the proposed contract is a reduction of \$3,700 from \$202,000 to \$198,300.

Required milestones are:

- Engineering Report Submittal - 1 July 2013 (Completed)
- Engineering Report Approval - 2 December 2013  
(Completed)
- Plans & Specification Submittal - 2 June 2014
- Plans & Specs/Permit Approval - 2 September 2014
- Advertise Project, Receive Bids, - 1 December 2014  
Submit Bid Information and  
Receive IFS's Authority to Award
- Execute Construction Contracts - 2 January 2015

## Enclosures:

1. Resolution 13-72
2. Resolution 13-68
3. Ordinance 13-50
4. Resolution 13-23
5. Resolution 13-35

CAF 13-108: 9 December 2013 Council Meeting: 25 November 2013 Council Meeting:  
28 Oct 2013 Work Session

## **RESOLUTION 13-72**

### **A RESOLUTION OF THE HENDERSON CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF A LOAN FROM THE CLEAN WATER STATE REVOLVING FUND FOR THE ELMWOOD SANITARY SEWER MAIN REPLACEMENT PROJECT**

**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 City of Henderson (City) has performed various analyses that identified and prioritized the need for the repair and replacement of various mains within the wastewater collection system and has formulated a project described as *The Elmwood Sanitary Sewer Main Replacement Project*, the **Project**, to assist the City in the control of infiltration and inflow and help mitigate the potential for sewer overflows; *and*

**WHEREAS**, the Council authorized City Administration to submit a loan application on 25 February 2013 via Resolution 13-23; *and*

**WHEREAS**, the City received notice on 1 April 2013 that the City's proposed project was eligible for a loan in the amount of \$1,800,000 at 2.0% interest for 20 years.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Henderson, North Carolina that it does hereby authorize the acceptance of the Clean Water State Revolving Fund Loan, *and said loan award announcement being more fully articulated in Attachment A to this Resolution.*

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to sign the loan award and execute any future documents as necessary to this loan acceptance.

The foregoing Resolution 13-72, 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 \_\_\_\_\_ 2013: YES: NO: None. ABSTAIN: None. ABSENT: None.

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

**ATTEST:**

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

Approved to Legal Form:

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



North Carolina Department of Environment and Natural Resources

Division of Water Quality

Charles Wakild, P. E.  
Director

John E. Skvarla, III  
Secretary

Pat McCrory  
Governor

April 1, 2013

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

SUBJECT: Clean Water State Revolving Fund  
Notice of Intent to Fund  
Elmwood Cemetery Sewer Main Replacement  
March 1<sup>st</sup>, 2013 Application Cycle

Dear Mayor O'Geary:

Your application for a Clean Water State Revolving Fund (CWSRF) loan has been reviewed and, based on current funding availability, your project ranks high enough to receive a low-interest CWSRF loan of 2.00%. The total loan amount will be \$1,800,000. Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission.

Project Schedule

This intent to fund is also contingent on meeting **all** of the following milestones:

Milestone	Date
Engineering Report Submittal	July 1, 2013
Engineering Report Approval	December 2, 2013
Plans & Specifications Submittal	June 2, 2014
Plans & Specifications/Permit Approval	September 2, 2014
Advertise Project, Receive Bids, Submit Bid Information, and Receive IFS's Authority To Award	December 1, 2014
Execute Construction Contract(s)	January 2, 2015

The next milestone is the submittal of an Engineering Report/Environmental Information Document (ER/EID) by close of business on July 1, 2013. The ER/EID **must** be developed using the guidance found on our website (<http://ifs.nc.gov>). **Failure to meet any milestone will result in the forfeiture of CWSRF funding for your proposed project.**

Infrastructure Finance Section  
1633 Mail Service Center, Raleigh, North Carolina 27699-1633  
Location: 8<sup>th</sup> Floor Archdale Building, 512 N. Salisbury St. Raleigh, North Carolina 27604  
Phone: 919-707-9160 | FAX: 919-715-6229  
Internet: [www.ncwaterquality.org](http://www.ncwaterquality.org)  
An Equal Opportunity | Affirmative Action Employer

One  
North Carolina  
*Naturally*

## RESOLUTION 13-68

### AUTHORIZING THE EXECUTION OF A CONTRACT WITH MCGILL ASSOCIATES, P.A. FOR THE COMPLETION OF ENGINEERING DESIGN FOR THE ELMWOOD CEMETERY OUTFALL PROJECT

**WHEREAS**, the Henderson City 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 request as follows: KSO 5: Provide Reliable, Dependable Infrastructure. To provide reliable, dependable and environmentally compliant infrastructure systems; and KSO 8: Provide Financial Resourcing: To provide sufficient funds for municipal operations and capital outlay necessary to meet the needs of citizens, customers and mandates of regulatory authorities; *and*

**WHEREAS**, McGill Associates has been instrumental in assisting the City in applying for low interest loans and grants; *and*

**WHEREAS**, the City received notice from the Infrastructure Finance Section that the project ranked high enough to receive a low interest CWSRF loan of 2% in the amount of \$1,800,000; *and*

**WHEREAS**, it is in the best interest of the City to accept said loan offer; *and*

**WHEREAS**, McGill Associates, P.A. performed the Preliminary Engineering Report for the City, and the Report was submitted and approved by the state; *and*

**WHEREAS**, McGill Associates, P.A. is most familiar with the project; therefore it is believed McGill Associates, P.A. is best to perform this work and is exempt from the Mini Brooks Act relative to the procurement of these services.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HENDERSON**, that James D. O'Geary, Mayor, is authorized to enter into a contract with McGill Associates, P.A., being more fully articulated in **Attachment A** to this Resolution, for the design, construction, inspection and administration of this project as required by the grant/loan applications for the Elmwood Cemetery Outfall project in the amount of \$198,300.

The foregoing Resolution 13-68, 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 \_\_\_\_\_ 2013: YES: NO: None. ABSTAIN: None. ABSENT: None.

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

ATTEST:

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

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

CAF 13-108: 9 December 2013 Council Meeting: 25 November 2013 Council Meeting:  
28 Oct 2013 Work Session

**AGREEMENT FOR ENGINEERING SERVICES**

This AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **City of Henderson** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **Elmwood Cemetery Sewer Replacement** as generally described in Attachment "A" and the Engineering Report and Environmental Information Document (ER/EID) approved in September 2013, and

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

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

**SECTION 1 - GENERAL SERVICES**

**The ENGINEER shall:**

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

## **SECTION 2 - BASIC SERVICES**

### **2.1 PLANNING AND DESIGN PHASE**

- 2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.
- 2.1.2 Coordinate and conduct initial coordination meeting with the OWNER as needed to establish communication lines, meet with project team members, define project schedules and gather initial data and information from the OWNER.
- 2.1.3 Complete a topographical survey of the proposed sewer line route to develop construction documents.
- 2.1.4 Prepare planning documents including preliminary design and identification of easements needed for completion of the project.
- 2.1.5 Review preliminary design with OWNER for concurrence and acceptance.
- 2.1.6 Coordinate the provision of any subsurface investigation by others, if any, including assisting with solicitations and preparing site maps identifying locations for testing.
- 2.1.7 Prepare complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work of the Project as described in the Engineering Report.
- 2.1.8 Review design documents described above with the OWNER for comments and approval at milestones throughout the design phase of the project.
- 2.1.9 Perform an internal quality control and constructability review of the project.
- 2.1.10 Prepare opinion of probable cost after submission of plans and specifications to NCDENR, and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.1.11 Furnish two (2) hard copies and one (1) electronic copy of the final design documents to the OWNER.

### **2.2 PERMITTING PHASE**

- 2.2.1 Prepare and submit permit application and supporting documents to both NCDENR Division of Water Infrastructure and NCDENR Division of Water Resources on or before June 2, 2014 to obtain the construction approval.
- 2.2.2 Prepare and submit permit application, supporting documents, and permit fees to NCDENR Land Quality Section to obtain the erosion and sediment control approval, if required.
- 2.2.3 Prepare and submit Encroachment Agreement and supporting documents to NCDOT to obtain said Agreement, if required.

- 2.2.4 Prepare and submit 401 and 404 permit applications and supporting documents to NCDENR Division of Water Resources and/or US Army Corps of Engineers for stream crossings and impacts, if required.
- 2.2.5 Respond to review agency comments and modify documents as necessary to achieve permit approval.

### **2.3 BIDDING AND AWARD PHASE**

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

### **2.4 CONSTRUCTION PHASE**

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

- 2.4.1 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.



- 2.4.2 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, and endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor. The total construction contract time is assumed to be eight (8) months. As part of this contract, field observation will be provided by the CFR on a limited, part-time basis during active work. Additional requested CFR time will be considered Additional Services under Section 3 of this Agreement.
- 2.4.3 The purpose of ENGINEER's visits and representation by the CFR will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. However, ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.
- 2.4.4 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's

recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
- 2.4.5 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.
  - 2.4.6 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
  - 2.4.7 Schedule periodic construction progress meetings during active work periods with the OWNER, Division of Water Infrastructure, Contractor, ENGINEER and all other applicable parties discuss matters related to the Project. Prepare and distribute minutes of the meeting to all parties.
  - 2.4.8 Assist the OWNER in the selection and coordination of an independent geotechnical and materials testing laboratory, if applicable, to be provided at the OWNER's expense.

- 2.4.9 Require such testing of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 2.4.10 Coordinate and track the testing of pipelines and placing same into service for the project. Additional visits required due to work not being ready for testing, retesting, or Contractor scheduling conflicts shall be considered Additional Services.
- 2.4.11 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.4.12 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.4.13 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.4.14 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 2.4.15 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.4.16 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER, Division of Water Infrastructure, and Contractor, conduct a pre-final observation visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, Division of Water Infrastructure, and Contractor.
- 2.4.17 In company with OWNER, Division of Water Infrastructure, and Contractor, conduct a final observation visit to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend final payment to Contractor.

- 2.4.18 Review the Contractor's final application for payment and make recommendation, in writing, final payment to Contractor once all issues with the project final observation site visit have been completed and resolved. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- 2.4.19 Prepare for the OWNER a set of record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished.
- 2.4.20 Provide or make available all Project files and information to effect project closeout.

### SECTION 3 - ADDITIONAL SERVICES

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

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

#### **SECTION 4 - OWNERS RESPONSIBILITIES**

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design, and construction of the Project.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.7 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.8 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.11 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Sections 1.3 and 2.2 of this Agreement.
- 4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.13 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

#### **SECTION 5 - PERIOD OF SERVICES**

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

**SECTION 6 - PAYMENT TO THE ENGINEER**

**6.1 PAYMENT FOR BASIC SERVICES**

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

<b>Planning, Design, and Permitting Phase Services</b>	<b>\$98,000</b>
<b>Bidding and Award Phase Services</b>	<b>\$8,300</b>
<b>Construction Phase Services –</b>	
<b>Hourly Basis, Not to Exceed</b>	<b>\$92,000</b>
<hr/>	
<b>Total Base Fee</b>	<b>\$198,300</b>

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

**6.2 PAYMENT FOR ADDITIONAL SERVICES**

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

**6.3 TIMES OF PAYMENT**

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

**6.4 GENERAL**

6.4.1 If the OWNER fails to make any undisputed payment due the ENGINEER on account of his services and expenses within sixty (60) days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a



reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

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

## SECTION 7 - GENERAL CONDITIONS

### 7.1 TERMINATION

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

### 7.2 OWNERSHIP OF DOCUMENTS

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

### 7.3 ESTIMATES

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

**7.4 INSURANCE AND CLAIMS**

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

**7.5 SUCCESSORS AND ASSIGNS**

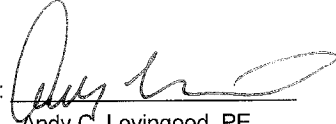
The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above,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

**7.6 ENTIRE AGREEMENT**

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

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

**McGILL ASSOCIATES, P.A.**

By:   
Andy C. Lovingood, PE  
Vice President

(SEAL)

**CITY OF HENDERSON**

ATTEST: \_\_\_\_\_  
Esther J. McCrackin  
City Clerk

By: \_\_\_\_\_  
James D. O'Geary  
Mayor

**PRE-AUDIT CERTIFICATION:**

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

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

**APPROVED AS TO LEGAL FORM:**

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

**ATTACHMENT "A"**  
**PROJECT UNDERSTANDING**  
**ELMWOOD CEMETERY SEWER REPLACEMENT**

The Elmwood Cemetery Sewer (Elmwood Sewer) in the City of Henderson's wastewater collection system includes sections of 15-inch and 18-inch diameter gravity sewer lines. The Sandy Creek Pump Station sewer force main discharges sewer to the gravity sewer system just upstream of this gravity sewer. A previous sewer evaluation study by others noted that several sections of the gravity sewer line are performing insufficiently and surcharging significantly during wet weather periods. Consequently, several sections have been identified for replacement and upsizing.

During the Capital Improvements Planning process, the need for sewer improvements was identified within the City of Henderson's wastewater collection system. Through meetings with staff and Council, it was determined that McGill Associates would prepare and submit a Clean Water State Revolving Fund (SRF) application to NCDENR Division of Water Infrastructure for this important project. The funding application for this project was determined eligible to receive a low interest (2.0%) loan in the amount of \$1,800,000. The first milestone to remain eligible for this funding was to submit an Engineering Report and Environmental Information Document (ER/EID). The ER/EID was approved in September 2013. The next milestone to remain eligible for SRF funding is to submit plans and specifications for review by June 2, 2014.

The general recommendations for the Elmwood Sewer project involve replacement of the existing gravity sewer line sections with larger diameter gravity sewer lines. The project involves upsizing approximately 1,820 linear feet of existing 15-inch diameter gravity sewer line with new 18-inch piping along South Williams Street and East Spring Street. The second section of the project involves upsizing approximately 3,520 linear feet of existing 18-inch diameter gravity sewer line with new 24-inch piping. This project includes replacement and addition of new manholes to allow the sewer to remain in service during construction.

**ATTACHMENT "B"**  
**BASIC FEE SCHEDULE**



BASIC FEE SCHEDULE

August 2013

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Firm Principal	\$180.00
Program Services Manager I	\$140.00
Program Services Manager II	\$155.00
Senior Project Manager I	\$155.00
Senior Project Manager II	\$165.00
Project Manager I	\$130.00
Project Manager II	\$140.00
Project Engineer I	\$100.00
Project Engineer II	\$110.00
Project Engineer III	\$120.00
Engineering Associate I	\$ 80.00
Engineering Associate II	\$ 85.00
Engineering Technician I	\$ 75.00
Engineering Technician II	\$ 85.00
Engineering Technician III	\$ 95.00
Electrical Engineer I	\$100.00
Electrical Engineer II	\$110.00
Electrical Engineer III	\$120.00
Electrical Engineering Associate I	\$ 80.00
Electrical Engineering Associate II	\$ 85.00
Electrical Engineering Technician I	\$ 75.00
Electrical Engineering Technician II	\$ 85.00
Electrical Engineering Technician III	\$ 95.00
CADD Operator I	\$ 70.00
CADD Operator II	\$ 75.00
CADD Operator III	\$ 80.00
Construction Services Manager I	\$110.00
Construction Services Manager II	\$120.00
Construction Administrator I	\$ 85.00
Construction Administrator II	\$ 95.00
Construction Administrator III	\$105.00
Construction Field Representative I	\$ 70.00
Construction Field Representative II	\$ 75.00
Construction Field Representative III	\$ 80.00

1  
 Engineering • Planning • Finance  
 McGill Associates, P.A. • P.O. Box 1136, Hickory, NC 28603 • 1240 19th St. Lane NW, Hickory, NC 28601  
 Office: 828-328-2024 • Fax: 828-328-3870



# ORDINANCE 13-50

## FY14 BUDGET AMENDMENT #14 REVISING THE ELMWOOD CEMETERY OUTFALL CIP PROJECT BUDGET TO ENCOMPASS ALL ADDITIONAL COSTS ANTICIPATED FOR THE PROJECT.

**WHEREAS**, the City Council of the City of Henderson on 27 June 2013 adopted the FY13-14 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 13-50			
				FY 13-14 Budget Amendment #14			
FUNDS: 44: CIP SEWER and 70: CAPITAL RESERVE UTILITIES PROJECT: Elmwood Cemetery Outfall Project				Amendment #1 to this Project Budget			
<i>Project Budget Created on 13 May 13</i>				Approved	Current		
				13-May-13	Budget	Amendment	Revised
<b>44: CIP SEWER REVENUES</b>							
Transfer from Cap Reserve Utilities Fund	44-854-461070			\$ 19,300	\$ 19,300	\$ 36,000	\$ 55,300
State Revolving Loan (NCDENR)	44-854-458221			\$ -	\$ -	\$ 1,800,000	\$ 1,800,000
<b>Total</b>				\$ 19,300	\$ 19,300	\$ 1,836,000	\$ 1,855,300
				\$ -	\$ -	\$ -	\$ 1,855,300
<b>44: CIP SEWER EXPENDITURES</b>							
				Approved	Current		
				13-May-13	Budget	Amendment	Revised
Preliminary Engineering Report	44-854-510296			\$ 19,300	\$ 19,300	\$ -	\$ 19,300
Planning & Design	44-854-510100			\$ -	\$ -	\$ 98,000	\$ -
Legal/Admin	44-854-510200			\$ -	\$ -	\$ 2,500	\$ -
Engineering	44-854-510301			\$ -	\$ -	\$ 8,300	\$ -
Construction	44-854-510400			\$ -	\$ -	\$ 1,439,950	\$ -
Construction/admin	44-854-510800			\$ -	\$ -	\$ 92,000	\$ -
SRF Closing Fee	44-854-567000			\$ -	\$ -	\$ 36,000	\$ -
Contingency	44-854-999010			\$ -	\$ -	\$ 159,250	\$ -
<b>Total</b>				\$ 19,300	\$ 19,300	\$ 1,836,000	\$ 19,300
				\$ -	\$ -	\$ -	\$ 1,855,300
<i>Variance</i>						\$ -	
<b>70: CAPITAL RESERVE UTILITIES FUND REVENUES</b>							
Department	Line Item	Code		Approved	Current		
				1-Jul-13	Budget	Amendment	Revised
	Fund Balance Appropriated	70-851-490090		\$ 39,955	\$ 39,955	\$ 36,000	\$ 75,955
				\$ -	\$ -	\$ -	\$ -
<b>Total</b>				\$ 39,955	\$ 39,955	\$ 36,000	\$ 75,955
							\$ 75,955
<b>70: CAPITAL RESERVE UTILITIES FUND EXPENDITURES</b>							
Department	Line Item	Code		Approved	Current		
				1-Jul-13	Budget	Amendment	Revised
	Trans to: 44 CIP Sewer	70-851-561044		\$ -	\$ -	\$ 36,000	\$ 36,000
				\$ -	\$ -	\$ -	\$ -
<b>Total</b>				\$ -	\$ -	\$ 36,000	\$ 36,000
							\$ 36,000
<i>Variance</i>						\$ -	
<b>Reference:</b>				<b>Notes:</b>			
13 May 13: CAF 13-49; Res 13-35; Ord 13-23; FY 13 BA#35				Resolution 13-35 authorizing execution of contract with McGill Associates for the completion of a preliminary engineering report for the Elmwood Cemetery Outfall Project. Ordinance 13-23 and BA #35 establishing a CIP project budget.			
28 Oct 13: CAF 13-108; Res 13-68; Ord 13-50; FY 14 BA#14				This ordinance and budget amendment serves to amend the initial project budget for this project, which consisted solely of the preliminary engineering report, and to budget the State Revolving Loan funds from NCDENR and the corresponding project costs anticipated for this project. There is a 2% closing fee which is being budgeted as a transfer from the Capital Reserve Utilities Fund (Sewer portion).			

CAF 13-108: 9 December 2013 Council Meeting; 25 November 2013 Council Meeting;  
28 Oct 2013 Work Session

The foregoing Ordinance 13-50, upon motion of Council Member \*\*\* and second by Council Member \*\*\*, and having been submitted to a roll call vote and received the following votes and was \*\*\*\* on this the ----- day of ----- 2013: YES: . NO: . ABSTAIN: . ABSENT: .

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

**ATTEST:**

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

*Reference: Minute Book 42, p.\*\*; CAF 13-108*

\_\_\_\_\_  
**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 13-50 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

## RESOLUTION 13-23

### A RESOLUTION OF THE HENDERSON CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR STATE REVOLVING FUND (SRF) GRANT/LOAN FUNDING

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

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

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

**WHEREAS**, the City of Henderson performed an analysis of the sewers downstream of the Sandy Creek Pump Station that identified the need for the repair and replacement of various sections of force main and gravity sewer, which would help to mitigate the potential for sewer bypasses and overflows in the downstream Nutbush Creek Basin, *and*

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

**WHEREAS**, funding that is available is at a favorable rate of 0% interest and the City may qualify for up to 50% principle forgiveness, *and*

**WHEREAS**, the estimated project cost is approximately \$1.8 million with the final cost estimate to be determined upon completion of a preliminary engineering report.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Henderson, North Carolina That:

- 1) The City of Henderson, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.
- 2) The **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system

and the repayment of all principal and interest and any debt service associated with the Project.

- 3) The governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Henderson to make scheduled repayment of the loan, to withhold from the City of Henderson any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan portion of the project financing.
- 4) The **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.
- 5) James D. O'Geary, Mayor, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application, being more fully articulated in **Attachment A**, on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the construction of the project described above.
- 6) The **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
- 7) The **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

The foregoing Resolution 13-23, upon motion of Council Member Rainey and seconded by Council Member Kearney and having been submitted to a roll call vote received the following votes and was APPROVED on this the 25<sup>th</sup> day of February 2013: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Daye. NO: None. ABSTAIN: None. ABSENT: Brown.

---

James D. O'Geary, Mayor

**ATTEST:**

---

Esther J. McCrackin, City Clerk

Approved to Legal Form:

---

John H. Zollicoffer, Jr., City Attorney

## RESOLUTION 13-35

### A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MCGILL ASSOCIATES, P.A. FOR COMPLETION OF AN ENGINEERING REPORT FOR THE ELMWOOD CEMETERY OUTFALL PROJECT

**WHEREAS**, the Henderson City 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 request as follows: KSO 5: Provide Reliable, Dependable Infrastructure. To provide reliable, dependable and environmentally compliant infrastructure systems; and KSO 8: Provide Financial Resourcing: To provide sufficient funds for municipal operations and capital outlay necessary to meet the needs of citizens, customers and mandates of regulatory authorities; *and*

**WHEREAS**, McGill Associates has been instrumental in assisting the City in applying for low interest loans and grants; *and*

**WHEREAS**, the City received notice from the Infrastructure Finance Section that the project ranked high enough to receive a low interest CWSRF loan of 2% in the amount of \$1,800,000; and

**WHEREAS**, an Engineering Report is required to be submitted by 2 July 2013; *and*

**WHEREAS**, McGill Associates, P.A. has submitted a proposed contract in the amount of \$19,300 to perform this work; *and*

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HENDERSON**, that James D. O'Geary, Mayor, is authorized to enter into a contract with McGill Associates, P.A., being more fully articulated in *Attachment A* to this Resolution, for the purposes of preparing the Engineering Reports as required by the grant/loan applications.

The foregoing Resolution 13-35, upon motion of Council Member Kearney and second by Council Member Daeke and having been submitted to a roll call vote, received the following votes and was APPROVED on this the 13<sup>th</sup> day of May 2013: YES: Rainey, Peace-Jenkins, Daeke, Brown, Daye, Kearney, Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: None.

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

ATTEST:

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

Approved to Legal Form:

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

*Reference: Minute Book 42 p.816; CAF 13-49*

CAF 13-108: 9 December 2013 Council Meeting: 25 November 2013 Council Meeting:  
28 Oct 2013 Work Session  
Page 31 of 35



April 29, 2013

Mr. A. Ray Griffin, Jr., Manager  
City of Henderson  
Post Office Box 1434  
Henderson, North Carolina 27536

RE: Proposal for Engineering Services  
Engineering Report and Environmental Document  
Elmwood Cemetery Sewer Replacement  
City of Henderson, North Carolina

Dear Mr. Griffin:

During the Capital Improvements Planning process, the need for sewer improvements was identified within the City of Henderson's wastewater collection system. Through meetings with staff and Council, it was determined that McGill Associates would prepare and submit a Clean Water SRF application to the Infrastructure Finance Section (IFS) of the NC DENR for this important project. The funding application for this project has recently been determined eligible to receive a low interest SRF loan in the amount of \$1,800,000. The next milestone to remain eligible for this funding is to submit the Engineering Report (ER) and Environmental Information Document (EID) to IFS by July 1, 2012.

Pursuant to your request, we are pleased to provide you with this Proposal for Engineering Services for the proposed project. This proposal includes the preparation of the ER and EID in accordance with IFS's *Guidance for the Preparation of ERs and EIDs*.

The Elmwood Cemetery Sewer (Elmwood Sewer) has been identified as a source of sanitary sewer overflows within the City of Henderson's wastewater collection system. The Sandy Creek Pump Station sewer force main transfers sewer to the gravity sewer system just upstream of the problem areas. The Elmwood Sewer is affected by undersized sections of gravity sewer with several sections of the line visibly surcharging. During a previous sewer evaluation study it was noted that during wet weather periods there are several sections of the gravity sewer line that are performing insufficiently. The previous sewer evaluation analysis defined deficient as sewer surcharging at least "halfway up the manhole" depth.

The general recommendations for the Elmwood Sewer project involve replacement of the existing gravity sewer line sections with larger diameter gravity sewer lines. The project involves upsizing approximately 1,750 linear feet of existing 15-inch diameter gravity sewer line with new 18-inch piping along South Williams Street and East Spring Street, and the replacement of

E n g i n e e r i n g • P l a n n i n g • F i n a n c e  
McGill Associates, P.A. • P.O. Box 1136, Hickory, NC 28603 • 1240 19th St. Lane NW, Hickory, NC 28601  
Office: 828-328-2024 • Fax: 828-328-3870

Mr. A. Ray Griffin, Jr., Manager  
April 29, 2013  
Page 2

seven (7) existing manholes. The second section of the project involves upsizing approximately 3,160 linear feet of existing 18-inch diameter gravity sewer line with new 24-inch piping, and the replacement of eight (8) existing manholes.

We anticipate providing the following **Scope of Services** for the subject project:

**PRELIMINARY PHASE SERVICES**

- Meet with City staff to discuss current issues and needs associated with the existing collection system.
- Identify and evaluate areas of the collection system.
- Identify major sewer interceptors and pumping stations tributary to this section of the collection system.
- Review the capacity and age of the existing Sandy Creek pump station force main that discharges through the gravity sewers to be replaced. Considering capacity and age, recommend a proposed course of action for addressing future capital needs related to the force main.
- Review overflows in this area of the collection system and prepare a map.
- Review previously prepared reports pertinent to the collection system.
- Review the City's flow allocations.
- Perform population and wastewater projections if required by IFS.
- Prepare the alternatives analysis in accordance with IFS's guidance.
- Prepare opinions of probable construction costs, operations and maintenance costs, and present worth analysis for each alternative.
- Prepare the Financial Analysis for the selected alternative.
- Plan and prepare a project map for the proposed alternative.
- Prepare the ER and EID in accordance with IFS's guidance.
- Submit the draft report to City staff for review.
- Discuss draft report with City staff and incorporate any comments.
- Submit the ER and EID to IFS by the July 1, 2012 milestone.
- Respond in writing to comments received from IFS, and revise the ER and EID to address those comments.



**BASIS OF COMPENSATION**

McGill Associates proposes to provide the scope of services for the total lump sum fee of \$19,300.00. As this is the preliminary engineering phase, this fee does not include surveying, design plans and specifications, permitting, geotechnical, bidding and award, construction observation, or construction administration services.

This proposal also assumes the following:

- Necessary background and project information will be provided by the City of Henderson in a timely manner. Such items include GIS sewer mapping, record drawings, Daily Monitoring Reports, Notices of Violations, DWQ inspection reports, flow allocations, and previous studies.
- The City will designate a person to act as the Owner's representative with respect to the work to be performed under this proposal; and such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions pertinent to the scope of services.
- City staff will examine all studies, reports, sketches, estimates, and other documents presented and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services.
- Payment for services shall be made monthly as work progresses.

**ADDITIONAL SERVICES**

Tasks outside the scope of services, including but not limited to the following items, will be considered additional services:

- Services resulting from significant changes in general scope of the project including changes in size, capacity, complexity, or schedule.
- Services normally furnished by the City and not otherwise provided for in this proposal.
- Preparing an Environmental Assessment beyond the scope of the EID, should one be required.
- Services in connection with securing and administering project funding.

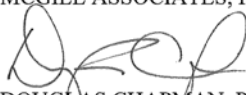
We would be pleased to assist the City of Henderson with additional services in accordance with our enclosed Basic Fee Schedule.

Mr. A. Ray Griffin, Jr., Manager  
April 29, 2013  
Page 4

We appreciate the opportunity to provide this proposal and look forward to assisting the City of Henderson with this important effort. We are prepared to begin work immediately upon your authorization in order to submit the report within the prescribed timeline.

If this proposal is acceptable to you, please sign below and return one (1) copy to our office. If you have any questions concerning this proposal, please do not hesitate to contact us.

Sincerely,  
MCGILL ASSOCIATES, P.A.



DOUGLAS CHAPMAN, PE  
Senior Project Manager

Enclosure: Basic Fee Schedule

ACCEPTANCE:

This proposal is accepted this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF HENDERSON

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

## City Council Action Form

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



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

Council Meeting: 9 Dec 13 Regular Meeting

---

3 December 2013

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council  
**FR:** A. Ray Griffin, Jr., City Manager  
**RE:** **CAF: 13-113, Consideration of Approval of Ordinance 13-64, Relative to Handicap Parking and Loading/Unloading Zone on Chestnut Street**

**Ladies and Gentlemen:**

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

- **CV 2:** Citizen/Customer Friendly – We value our citizens and customers and will work with them in a courteous professional manner. We value their participation and input and owe them an answer to their questions in a timely manner.

**Recommendation:**

- Approval of Ordinance 13-64, Relative to Handicap Parking and Loading/Unloading Zone on Chestnut Street

**Executive Summary**

The City of Henderson received a request from the Parham Limited Partnership for a handicap parking space as well as a loading/unloading zone on Chestnut Street as shown on the attached map.

The cost incurred by the City to enact this Ordinance is approximately \$55 for the sign and pole. The handicap ramp to be installed in conjunction with the loading/unloading zone would cost approximately \$100 in materials, with City forces performing the work.

**Enclosures:**

1. Ordinance 13-64
2. Request
3. Map

CAF 13-113: 9 December 2013 Council Meeting 25 November 2013 Work Session

**ORDINANCE 13-64**

**AN ORDINANCE CREATING A LOADING ZONE AND A HANDICAPPED PARKING SPACE IN FRONT OF THE MARIA PARHAM APARTMENTS ON CHESTNUT STREET**

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

Section 1. That Section 7-86 be amended by adding the following to the Schedule of Streets set forth therein:

“Chestnut Street, on the north side, beginning at a point 45 feet from the western curb line of Orange Street and running thence in a westerly direction for a distance of 22 feet (for one parking space for handicapped only).

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

The foregoing Ordinance 13-64, 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 42, p. \*\*.*

**STATE OF NORTH CAROLINA  
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing Ordinance is a true and exact copy of *Ordinance 13-64, An Ordinance Creating A Loading Zone And Handicapped Parking Space In Front Of The Maria Parham Apartments on Chestnut Street*, adopted by the Henderson, City Council in Regular Session on \*\* \*\* 2012 (*See Minute Book 4\*, p. \*\*.*). This Ordinance is recorded in *Ordinance Book # 9, pp. \*\*.*

Witness my hand and corporate seal of the City, this \*\* day of \*\*\* 2013.

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

Landmark Property Management Company  
406 East Fourth Street  
Winston-Salem, NC 27101  
Phone 336-722-9871 Fax 336-722-3603

RECEIVED  
cmo  
NOV 18 2013  
BY: PSM

November 13, 2013

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

Re: Maria Parham Apartments – Handicapped Parking Space

Dear Mr. Frasier:

We would like to request a van handicapped parking space to be placed on Chestnut Street closest to the Handicap entrance to our building. We need a handicap space to fulfill our accessibility requirements. Please let us know if you will be able to accommodate our request.

Thank you for taking the time to consider this request, and if you have any questions or need any additional information, please don't hesitate to let us know. I can be reached at (336) 722-9871.

Sincerely,



Blair Maas  
Director of Property Management



## City Council Action Form

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



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

Council Meeting: 9 Dec. 13 Reg. Meeting

---

3 December 2013

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

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

**RE:** CAF: 13-98

**Consideration of Approval of: 1) Resolution 13-65, Dissolving the 2005 David Street Community Development Advisory Committee and Establishing a City Wide Community Development Advisory Committee; and: 2) Resolution 13-78, Establishing a Flint Hill Neighborhood Advisory Committee Relative to the CDBG Talent Enhancement Grant.**

**Ladies and Gentlemen:**

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

**CV 3:** Fairness - We value our citizens and customers and will work with them in a courteous, professional manner.

**Recommendation:**

- **Approval of:**

- 1) Resolution 13-65, Dissolving the 2005 David Street Community Development Advisory Committee and Establishing a City Wide Community Development Advisory Committee
- 2) Resolution 13-78, Establishing a Flint Hill Neighborhood Advisory Committee Relative to the CDBG Talent Enhancement Grant.

**Executive Summary:**

The North Carolina Department of Commerce Division of Community Investments awarded a Capacity Building Grant to the City of Henderson on 11 April 2013. One of the requirements of this grant is that the City of Henderson has a Community Development Advisory Committee and a Neighborhood Advisory Committee.

In 2005 the David Street Community Development Advisory Committee was established but has been inactive since 2009, as the project was closed. In order to prevent any confusion in the

future, it is recommended that this committee be dissolved and a city wide Community Development Advisory Committee be established.

It is also recommended that the Flint Hill community be designated for the Neighborhood Advisory Committee.

Both committees will serve as recommending bodies to the Henderson City Council regarding community development activities.

The Boards and Commissions Committee met on 24 October to review and establish guidelines for both committees and its recommendation for both committees serve as attachments to the Resolutions.

**Enclosure:**

1. Resolution 13-65
2. Resolution 13-78



## RESOLUTION 13-65

### DISSOLVING 2005 DAVID STREET COMMUNITY DEVELOPMENT ADVISORY COMMITTEE AND ESTABLISHING A NEW COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

**WHEREAS**, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2013 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

**WHEREAS**, this Resolution addresses two **CV 3: Fairness**: We value our citizens and customers and will work with them in a courteous, professional manner; *and* **CV 11: Performance Excellence**: We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

**WHEREAS**, the City of Henderson was awarded a Talent Enhancement Capacity Building Community Development Block Grant April 11, 2013 by the North Carolina Department of Commerce; *and*

**WHEREAS**, it is a requirement of the Grant for the City to establish a Community Development Advisory Committee; *and*

**WHEREAS**, there previously was a Community Development Advisory Committee established to work on the 2005 David Street Community Revitalization Grant; *and*

**WHEREAS**, the 2005 David Street Community Development Advisory Committee has not been active since 2009; *and*

**WHEREAS**, the City Council desires to establish a new Community Development Advisory committee to work with citywide representation appointed; *and*

**WHEREAS**, this committee will serve as a recommending body to the City Council on Community Development related issues and will consist of seven appointed members to serve three year staggered terms.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY** dissolve the previously appointed 2005 David Street Community Development Advisory committee; *and*

**BE IT FURTHER RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY** establish a new Community Development Advisory Committee according to the guidelines being more fully articulated in **Attachment A** to this Resolution.

The foregoing Resolution 13-65 upon motion of Council Member \*\* and second by Council Member \*\*, and having been submitted to a roll call vote received the following votes and was \*\*\*\*\* on this the 25th day of November 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

## **Community Development Advisory Committee:**

### **Purpose**

The committee serves as a primary group for facilitating citizen participation throughout all stages of the federal, state and local government planning, implementation and evaluation processes regarding Community Development Block Grants. In addition it fosters ideas and plans for Citywide Community Development needs. The committee makes recommendations to the City Council regarding plans and projects relative to Community Development.

### **Attendance**

The member attendance should be in accordance with the Attendance Policy in the Henderson City Code.

### **Appointment**

This is a seven-member committee consisting of a member from each City Council ward and three at-large members. All members must be residents of the City. The Henderson City Council appoints all members to serve three year staggered terms.

### **Knowledge and Skills**

The members should be knowledgeable of community housing needs in their areas of representation. They should have an understanding of the components of a healthy community. They should have experience in appropriate discussions in public meetings, orders of public meetings and parliamentary procedures. The knowledge of community should be from a residential perspective. The members are appointed by the City Council.

### **Roles and Responsibilities**

Each committee member has full voting rights. They are expected to participate in discussions, share ideas and concerns, as well as represent the citizen concerns of their prospective areas. The committee will have a Chairperson, Vice Chairperson, and Secretary who are elected by the sitting members at the first business meeting. These positions should be re-elected annually at the meeting marking the anniversary date of the first business meeting. A simple majority is required to elect a person for these positions.

### **Chairperson**

The Chairperson is responsible for approving the agenda of the monthly meeting. The Chairman runs the meeting using parliamentary procedures and maintains order in the meetings. The Chairman is an active voting member of the committee.

### **Vice Chairperson**

The Vice Chairperson acts as the Chairperson in his/her absence.

## **Secretary**

The Secretary serves at the Chairperson as in the absence of the Chairperson and Vice-Chairpersons. The Secretary reviews recorded minutes prior to the meetings for approval by the committee.

## **Staff Person**

The staff person for this committee is the Community Development Manager. The manager will also serve as the Recording Secretary for the committee. He/She will post all necessary meeting notices, prepare meeting agenda packages for the members prior to meetings and record the minutes of the meetings.

## **Quorum**

A quorum should consist of four members being present.

## **Voting**

All recommendations should be approved by a simple majority vote of the members attending the meeting.

## **Powers and duties**

The Community Development Advisory Committee is authorized by the City Council to be a recommending body for the purposes:

- A. To recommend community development programs and project.
- B. To assess community development and housing needs.
- C. To prioritize the assessed community development needs.
- D. To meet on a regular monthly basis to review any matters regarding community development in the City.
- E. To review reports generated by the neighborhood advisory committees.
- F. To report and make recommendations regarding community development to City Council on a regular basis.

## **Meetings**

The committee will meet monthly at a set time and location. That time and location will be set by the committee at its first business meeting.

## **Limitation of Powers**

This committee is limited to making recommendations only to the City Council. All recommendations must have the final approval of the City Council. This committee will not make any final decisions relative to grant programs, funding opportunities, and community development projects. The committee will not have any authority relative to the financial obligations of any grant or grant project.

## RESOLUTION 13-78

### A RESOLUTION TO ESTABLISH A FLINT HILL NEIGHBORHOOD ADVISORY COMMITTEE

**WHEREAS**, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2013 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

**WHEREAS**, this Resolution addresses two **CV 3: Fairness**: We value our citizens and customers and will work with them in a courteous, professional manner; *and* **CV 11: Performance Excellence**: We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

**WHEREAS** City of Henderson was awarded a Talent Enhancement Capacity Building Community Development Block Grant April 11, 2013 by the North Carolina Department of Commerce *and*

**WHEREAS**, it is a requirement of the grant for the City to establish a Neighborhood Advisory Committee *and*

**WHEREAS**, the City selected the Flint Hill Neighborhood as the area for the CDBG grant work to be done *and*

**WHEREAS**, the Flint Hill Neighborhood Advisory Committee will be a five-member committee of residents from the project area appointed by the City Council to make recommendations relative to the project area to the Committee Development Advisory Committee.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY** establish a Flint Hill Neighborhood Advisory Committee according to the guidelines being more fully articulated in **Attachment A** to this Resolution.

The foregoing Resolution 13-78 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 25th day of November 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

## **Neighborhood Advisory Committee**

### **Purpose**

The Committee serves as a means of facilitating citizen participation within a neighborhood project area. It makes recommendations directly to the Community Development Advisory committee regarding plans and projects for the Community Development Block Grants as well as other community development initiatives.

### **Attendance**

The member attendance should be in accordance with the Attendance Policy in the Henderson City Code

### **Appointment**

The committee consists of a five-member board of residents from within the Flint Hill neighborhood project boundaries. The Henderson City Council appoints them for three-year staggered terms.

### **Knowledge and Skills**

The members should be knowledgeable of the neighborhood housing and community needs in the project area. They should bring ideas relative to neighborhood improvement opportunities. They should be able to represent a sampling of the entire neighborhood population. The members are appointed by the City Council to serve three-year terms.

### **Roles and Responsibilities**

Each Member has full voting rights. Each member is expected to participate in discussion, share concerns, and represent the entire neighborhood. They will have discussion relative to the needs of the respective neighborhood. The committee will have a Chairperson, Vice Chairperson, and Secretary who are elected by the sitting members at the first business meeting. These positions should be re-elected annually at the meeting marking the anniversary date of the first business meeting. A simple majority is required to elect a person for these positions.

### **Chairperson**

The Chairperson is responsible for approving the agenda of the monthly meeting. The Chairman runs the meeting using parliamentary procedures and maintains order in the meetings. The Chairman is an active voting member of the committee.

### **Vice Chairperson**

The Vice Chairperson acts as the Chairperson in his/her absence.

### **Secretary**

The Secretary serves at the Chairperson as in the absence of the Chairperson and Vice-Chairpersons. The Secretary reviews recorded minutes prior to the meetings for approval by the committee.

### **Powers and duties**

The Flint Hill Neighborhood Advisory Committee is authorized by the City Council to be a recommending body for the purpose of community development needs within the project area. It addresses concerns directly related to the selected project area. This committee serves as a representative sampling of the respective project area. It recommends neighborhood based community development solutions to the Community Development Advisory Committee.

### **Staff Person**

The staff person for this committee is the Community Development Manager. The manager will also serve as the Recording Secretary for the committee. She/he will post all necessary meeting notices, prepare meeting agenda packages for the members prior to meetings and record the minutes of the meetings. She/he will facilitate the meetings engage the committee to provide feedback on issues and concerns. The Staff Person will perform any necessary community surveys, facilitate community forums and neighborhood analysis as well as generate reports from the Flint Hill Neighborhood Advisory Committee to the Community Development Advisory Committee.

### **Quorum**

A quorum should consist of three members being present

### **Voting**

A simple majority vote is required to approve any reports and recommendations to the Community Development Advisory Committee.

### **Meetings**

The committee will meet monthly at a set time and location. That time and location will be set by the committee at its first business meeting.

### **Limitation of Powers**

This committee is limited to making reports only to the Community Development Advisory Committee. These reports will be as a part of the Community Development Advisory Committee's recommendations to the City Council. The committee will not make any final decisions relative to grant programs, funding opportunities, and community development projects. The committee will not have any authority relative to the financial obligations of any grant or grant project.

## City Council Action Form

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



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

Council Meeting: 9 Dec 13 Regular Meeting

---

3 December 2013

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

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

**RE:** CAF: 13-122

**Consideration of Approval of Resolution 13-80, Developing a Demolition Contract for Partnerships with Non-Profit Organizations/Churches for the Demolition of Abandoned Structures and Abatement Projects**

**Ladies and Gentlemen:**

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

- **KSO 4:** Improve Condition of Housing Stock
- **CV 7:** Teamwork and Collaborative Efforts

**Recommendation:**

- Approval of Resolution 13-80, Developing a Demolition Contract for Partnerships with Non-Profit Organizations/Churches for the Demolition of Abandoned Structures and Abatement Projects

**Executive Summary:**

The City of Henderson has been approached by non-profit organizations/churches requesting permission to demolish abandoned structures within the Flint Hill Community. This is an opportunity to develop partnerships with non-profit organizations seeking to help improve communities to remove abandoned structures that blight neighborhoods.

The opportunity to partner with a non-profit agency to remove blight enhances the City's ability to remove blighted structures more quickly. Given the lack of resources, those partnerships will be invaluable to both the benefitting neighborhood and the City.

Attached is a draft contract prepared by the City Attorney that would be considered for non-profit organizations/churches. It provides guidelines regarding demolition and abatement process and requirements of each party. The draft contract has been reviewed by City Administration and City Attorney and shall be reviewed each time the city enters into an agreement as standard procedure.

**Enclosures:**

1. Resolution 13-80

CAF 13-122: 9 December 2013 Council Meeting: 25 November 2013 Work Session:



**RESOLUTION 13-80**

**DEVELOPING A DEMOLITION CONTRACT FOR PARTNERSHIPS WITH  
NON-PROFIT ORGANIZATIONS/CHURCHES FOR THE DEMOLITION OF  
ABANDONED STRUCTURES AND ABATEMENT PROJECTS**

**WHEREAS**, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2013 and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

**WHEREAS**, this Resolution addresses one of the Key Strategic Objectives and one Core Value as follows: **KSO 4: Improve Condition of Housing Stock**, and **CV 7: Teamwork and Collaborative Efforts**; *and*

**WHEREAS**, the City of Henderson is participating in North Carolina 2012 Talent Enhancement Capacity Building Grant; *and*

**WHEREAS**, one of the goals of building capacity within a community is to explore the availability of partnerships within the community and re-establish a healthy sustainable neighborhood; *and*

**WHEREAS**, a Non-Profit Organization or church desires to enter into an agreement to demolish abandoned structures with the City; *and*

**WHEREAS**, an agreement to demolish abandoned structures and remove blight within City, thus creating a partnership between the City and Non-Profit or church organization per terms of the agreement has been prepared.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL** that it does hereby adopt a template for Non-profit Organizations/Churches Demolition Contract for abandoned structures to be used as a guide for demolition and abatement projects to sustain neighborhoods (see **Attachment A** to this Resolution).

The foregoing Resolution 13-80, upon motion of Council Member \_\_\_\_\_ and second by Council Member \_\_\_\_\_, and having been submitted to a roll call vote received the following votes \_\_\_\_\_ was \_\_\_\_\_ on this \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
James D. O’Geary, Mayor

**ATTEST:**

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

Approved as to Legal Form

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

**CITY OF HENDERSON  
CODE COMPLIANCE DEPARTMENT**  
Post Office Box 1434 / 134 Rose Avenue  
Henderson, North Carolina 27536-1434  
Phone: (252) 430-5725 Fax: (252) 492-7935

**Demolition Contract for Abandoned Structures (Non-profits/Organizations/Churches)**

The undersigned *non-profit/ organization/ church herein after referred to as the contractor* \_\_\_\_\_ is acting as the contractor to perform abatement and or demolition in accordance to the specification listed below. The contractor, has inspected the properties listed below and understands the extent and character of the needed demolition and clearance of the property. The *contractor* is to furnish the following:

All labor and equipment necessary to accomplish the demolition, clearance, grading, and reseeded on properties described below to bring them into code compliance at no cost to the City of Henderson. Demolition includes hauling debris to approved waste facilities or landfill site.

Contractor is responsible for maintaining liability insurance as approved by the City Attorney and submits a copy of certificate of Liability Insurance. The contractor's insurance must have a minimum coverage of \$100,000 for property damage and \$1,000,000 for bodily injury and death.

Demolition specification

1. All debris, building materials, dilapidated structures (including accessory buildings), wells, privies, junk appliances, trash, tree limbs, concrete walks and/or pads shall be removed from the site, unless otherwise stipulated and disposed of by contractor, in accordance with State and Local Laws. Contractor must receive a demolition permit prior from the Vance County Planning & Community Development Office (Building Inspection Office) to beginning any demolition work.
2. No structure shall be demolished without "Notice to Proceed" from the City and work must be started within seven (7) days after of notice of proceed signed and issued.
3. Contractor shall take appropriate measures to secure and remove all utilities, (including electrical service, public gas service, telephone service, cable service and other applicable utilities).
4. The water service is to be physically disconnected outside of the meter box. This can be accomplished by sawing or cutting the pipe in half.
5. The contractor is required to locate the existing sanitary sewer service for the structure being demolished, and cap off the sewer line within five (5') feet of the property line or right-of-way, using a rubber cap with a stainless steel band. Prior to covering up, the City shall be called to inspect the work. Upon covering up, the contractor shall install a metal indicator to designate the end and location of the sewer tap, and shall extend at least three (3') feet above ground and be painted orange.
6. Contractor shall take appropriate measures to ensure public safety and traffic circulation.
7. The following activities must meet State guidelines:

- a) Demolition of structures containing asbestos material must be in compliance with 15NCAC0525.
  - b) A rodent control plan shall be implemented prior to the removal or demolition of dilapidated structures in order to prevent migration of rodents to adjacent areas.
8. No burning of any materials shall be allowed on site.
  9. No tree over six (6) inches in diameter nor any drip-line zone or protected area shall be destroyed.
  10. Site shall be raked clean with dozer blade or loader, or hand-raked and left smooth enough to prevent rain from pooling. Site shall also be left in a manner that basic lawn maintenance will be able to be performed.
  11. Contractor is required to seed, mulch, and pack all areas disturbed as a result of the work done under this contract.
  12. The contractor is required to fill and pack all holes that are associated with privies and wells with dirt compacted.
  13. The contractor shall be responsible for any and all damages that may occur during the demolition process.
  14. The contractor is advised that demolition waste shall be disposed only at landfills approved by the County or Waste Industries.
  15. Prior to beginning any demolition work, the contractor shall notify the City within 24 hours in advance, obtain a Demolition Permit from the Vance County Planning & Community Development Office (Building Inspection Office) and sign the Notice to Proceed.
  16. When work is completed the contractor shall turn in all landfill tickets to the Code Compliance Department and call for an inspection of the site by the City and upon completion of the terms herein.
  17. The contractor shall keep on file with the City a Municipal Insurance Bond as previously mentioned.
  18. The City of Henderson will pay landfill fees directly to county landfill or Waste industry.
  19. Demolition shall be completed within 10 days from issuance of "Notice to Proceed".
  20. If contractor discovers any marketable personable property, fixtures, or appurtenances in or attached to the structures, it shall deliver the same to the city which shall sell the same and credit the net proceeds therefrom against the cost of removal or demolition.  
The City reserves the right to eliminate any of the following structures for demolition for any reason.

The non-profit/ organization/ church acting as the contractor are not employees of the City of Henderson. The non-profit/ organization/ church is serving as independent volunteers to assist the communities (Flint Hill Community) in the City of Henderson to improve the quality of life within the neighborhood and

achieve the mission of the organization. As volunteers the non-profit/ organization/ church shall not be paid.

Listed below are the structures ready for abatement, demolition, clearance, grading, reseeding and perform all specification mentioned.

	<b>ADDRESS</b>	<b>PARCEL</b>	<b>Contractor's Cost</b>
1.	100 Test Street	0000 01000	\$0

I agree to complete all work in accordance to specification and cost mentioned.

**Organization** \_\_\_\_\_  
(PRINT OR TYPE)

**Signature:** \_\_\_\_\_  
(AUTHORZIED AGENT OR OFFICER)

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

Phone #: \_\_\_\_\_

The terms of demolition and abatement are accepted and a binding contract is hereby entered into between the City and the Contractor who is hereby authorized to proceed.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013

CITY OF HENDERSON

By: \_\_\_\_\_  
A. Ray Griffin, Jr., City Manager

Approved as to Legal Form:

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

PRE-AUDIT CERTIFICATION

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Katherine C. Brafford, Finance Director  
City of Henderson

## City Council Action Form

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



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

Council Meeting: 9 Dec 13 Reg. Meeting

---

3 December 2013

**TO:** The Honorable Mayor James D. O'Geary and Members of City Council  
**FR:** A. Ray Griffin, Jr., City Manager  
**RE:** **CAF: 13-123**  
**Consideration of Approval of Resolution 13-81, Appointments to the Henderson-Vance Human Relations Commission.**

**Ladies and Gentlemen:**

**Recommendation:**

- Approval of Resolution 13-81, Appointments to the Henderson- Vance Human Relations Commission.

**Executive Summary**

The Boards and Commissions' Committee (B&CC) met on 21 November 2013 to review the two applications for the Henderson-Vance Human Relations Commission and recommends the following appointments:

Henderson-Vance Human Relations Commission

Mr. Leonard Thomas Englehart III – Appoint to fill the unexpired term of Marguerite Anduze for a two-year term expiring 30 June 2015.

Mr. David Lee Person – Appoint to fill the unexpired term of James Baines for a two-year term expiring 30 June 2015.

Ms. Alberta O. Jeffers – Appointed to fill the unexpired term of Dorothy Henderson for a two-year term expiring 30 June 2015.

**Enclosures:**

1. Resolution 13-81
2. Applications

**RESOLUTION 13-81**  
**A RESOLUTION MAKING APPOINTMENTS TO**  
**THE HENDERSON-VANCE HUMAN RELATIONS COMMISSION**

*WHEREAS*, the Henderson City Council (Council) has created several boards and commissions as a means to include citizen input to and participation within the governance process;  
*and*

*WHEREAS*, the Council periodically appoints individuals to serve on said boards and commissions; *and*

*WHEREAS*, there are vacancies on the Henderson-Vance Human Relations Commission; *and*

*WHEREAS*, applications have been received and reviewed by the Council's Boards and Commissions' Committee for available positions.

***NOW THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY*** appoint the following individuals:

1. Mr. Leonard Thomas Englehart III, a city resident living at 225 White Oak Drive, to serve on the Henderson-Vance Human Relations Commission as a full member with a term expiring on 30 June 2015; *and*
2. Mr. David Lee Person, a city resident living at 159 South Bullock Street, to serve on the Henderson-Vance Human Relations Commission as a full member with a term expiring on 30 June 2015; *and*
3. Ms. Alberta O. Jeffers, a city resident living at 803 Eaton Street, to serve on the Henderson-Vance Human Relations Commission as a full member with a term expiring on 30 June 2015.

The foregoing Resolution 13-81, upon motion of Council Member \*\*\* and second by Council Member \*\*\*, and having been submitted to a roll call vote during a regularly scheduled and open meeting, received the following votes and was APPROVED on this the 25<sup>th</sup> day of November 2013: YES:. NO: None. ABSTAIN: None. ABSENT: None.

---

James D. O'Geary, Mayor

ATTEST:

---

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

---

John H. Zollicoffer, Jr., City Attorney  
*Reference: Minute Book 43, p. \*\*\*; CAF 13-123*

rec'd  
10/12

**CITY OF HENDERSON**  
**Application for Boards/Commissions/Committees**

Please complete each section

Full Name LEONARD THOMAS (Tom) ENGELHART III Date of Birth 8/13/43

Home Address 225 WHITE OAK DR HENDERSON NC 27536

Home Phone 252 572 4072 City of Henderson Resident:  Yes  No

Current Employers RETIRED 1998, City Council member 2007-2011

Job Title \_\_\_\_\_ Years in current position \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address LTE3OVERLON.NET

Duties DEPUTY, CHIEF OF OPERATIONS, CIVIL ENGINEERING DOVER AFB DE  
DIRECTOR OF OPERATIONS & MAINTENANCE 265 MILITARY & CIVILIAN TECHNICIANS 16 YRS

Other employment history CHAIRPERSON, PLANNING & ZONING, PERSONNEL COMMITTEE  
COUNCILPERSON CITY COUNCIL HARRINGTON DE 4 YRS

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No. \_\_\_\_\_

Male  Female \_\_\_\_\_

White  Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Asian \_\_\_\_\_ Other \_\_\_\_\_

Board/Commission/Committee Applying for (list only one per form)

Relations  
HUMAN RESOURCES COMMITTEE

Generally, the Council desires to broaden participation on Boards/Commissions/Committees for as much citizen involvement as possible; therefore, the goal is to limit appointees to no more than two (2) Boards/Commissions/Committees. Please list any other Board/Commission/Committee on which you currently serve: NONE

Why are you interested in serving on this Board/Commission/Committee? I FEEL THAT MY

EXPERIENCE, TRAINING AND EDUCATION CAN BE OF SOME BENEFIT  
TO THE CITIZENS OF HENDERSON

**DO NOT SUBMIT RESUMES/ATTACHMENTS**  
**(OVER)**

Please share how your Interests/Skills/Areas of Expertise/Professional Organizations/Activities will contribute to this Board/Commission.

US ARMY NCO ACADEMY, USAIR FORCE SENIOR NCO ACADEMY, USAIR FORCE  
AIR COMMAND AND STAFF COLLEGE, 10 YR AS THE #2 IN ORGANIZATION - NOTED AS  
THE BEST IN AIR FORCE 2X, MEMBER AND OFFICER/LEADER IN VARIOUS  
CIVIC ORGANIZATIONS, PROVEN TRACK RECORD AS A COUNCIL PERSON  
HARRINGTON NC

**Affirmation of Eligibility:**

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes \_\_\_\_\_ No  If yes, please explain disposition: \_\_\_\_\_

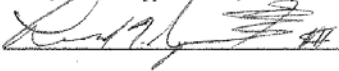
\_\_\_\_\_

\_\_\_\_\_

Are there any conflicts of interest or other matters that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the City Council? Yes \_\_\_\_\_ No

If yes, please explain: \_\_\_\_\_

I understand this application is public record, and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any one fiscal year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature  Date: 10-23-13  
Form is invalid if not signed and dated

**Return Completed Form to:**

Esther J. McCrackin, City Clerk  
134 Rose Avenue  
P O Box 1434  
Henderson, NC 27536  
Phone: (252) 430-5705 Fax: (252) 492-7935 Email: [emccrackin@ci.henderson.nc.us](mailto:emccrackin@ci.henderson.nc.us)

**Do not submit any resumes or attachments**  
**Applicants are required to be a resident of the City of Henderson**

Form Approved by City Council on 10-23-06  
Last Update: 9/8/11  
CityClerk\applicatforboardsaug2010\11-6-10



Rec'd  
10/30/13

**CITY OF HENDERSON**  
**Application for Boards/Commissions/Committees**

Please complete each section

Full Name David Lee Person Date of Birth 07/19/1968

Home Address 159 S. Bullock St Henderson, NC 27536

Home Phone (252) 438-7673 City of Henderson Resident:  Yes  No

Current Employers Staples

Job Title Inbound Operations Manager Years in current position 1.5

Business Phone (252) 436-3179 Fax (252) 436-3287

E-Mail Address david.person@staples.com

Duties Manages the day to day operation for building responsibilities include but not limited to Rec, Putaway, Inventory Control, Stagic Replenishment, Returns and Vendor Compliance. Also the building financials include annual budget.  
Other employment history US Army

It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.

Council Ward No. 3

Male  Female

White  Black  Hispanic  Native American  Asian  Other

Board/Commission/Committee Applying for (list only one per form)

Henderson-Vance Human Relations Commission

Generally, the Council desires to broaden participation on Boards/Commissions/Committees for as much citizen involvement as possible; therefore, the goal is to limit appointees to no more than two (2) Boards/Commissions/Committees. Please list any other Board/Commission/Committee on which you currently serve: NONE

Why are you interested in serving on this Board/Commission/Committee? I believe that

one of the problems in our city is the lack of understanding of cultural differences. Also many citizens have a mis understanding of the true purpose of the departments that are there for their service like the police department.

DO NOT SUBMIT RESUMES/ATTACHMENTS

Also many of these departments <sup>(OVER)</sup> do not fully understand the people they serve. I believe I could help in that area. This is similar to a role I have played with my kids school PTA (FOR) at EM Rollins.

Please share how your Interests/Skills/Areas of Expertise/Professional Organizations/Activities will contribute to this Board/Commission.

Please see previous question. I gave an explanation there.

Thank you

**Affirmation of Eligibility:**

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes \_\_\_\_\_ No  If yes, please explain disposition: \_\_\_\_\_

Are there any conflicts of interest or other matters that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the City Council? Yes \_\_\_\_\_ No

If yes, please explain: \_\_\_\_\_

I understand this application is public record, and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any ~~one calendar~~ one fiscal year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature  Date: 10/15/13  
Form is invalid if not signed and dated

**Return Completed Form to:**

Esther J. McCrackin  
City Clerk  
134 Rose Avenue  
P O Box 1434  
Henderson, NC 27536  
Phone: (252) 430-5705 Fax: (252) 492-7935 Email: [emccrackin@ci.henderson.nc.us](mailto:emccrackin@ci.henderson.nc.us)

**Do not submit any resumes or attachments**  
**Applicants are required to be a resident of the City of Henderson**

Form Approved by City Council on 10-23-00  
Last Update: 11-8-10  
Cityclerk/applicationforboardsaug2010/11-8-10

**CITY OF HENDERSON**  
**Application for Boards/Commissions/Committees**

**Please complete each section**

Full Name: Ms. Alberta O. Jeffers Date of Birth: 06/22/1947

Home Address: 803 Eaton Street

Home Phone: (252) 438-4465 City of Henderson Resident:  Yes  No

Current Employers: State of NC Retiree (effective 7/1/2013)

Job Title: \_\_\_\_\_ Years in current position: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: ajeffers1947@yahoo.com

Duties: \_\_\_\_\_

Other employment history: Warren County Schools, Warrenton and Employment Security Commission, Henderson

**It is the City Council's goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and Council Ward residency.**

**Council Ward No:** 4

Male: \_\_\_\_\_ Female:

White: \_\_\_\_\_ Black:  Hispanic: \_\_\_\_\_ Native American: \_\_\_\_\_ Asian: \_\_\_\_\_ Other: \_\_\_\_\_

**Board/Commission/Committee Applying for (list only one per form)**

Henderson - Vance Human Relations Commission Committee

Generally, the Council desires to broaden participation on Boards/commissions/Committees for as much citizen involvement as possible; therefore, the goal is to limit appointees to no more than two (2) Boards/Commissions/Committees. Please list any other Board/Commission/Committee on which you currently serve: N/A

**Why are you interested in serving on this board/commission/committee?** Seeking an opportunity to get involved with all business aspects of Henderson in a positive way; thereby, assisting the board/commission and/or committee(s) with the many tasks set before them. It will be a challenge and quite interesting to work in an environment such as this. I am a graduate of Henderson Institute and lived in Vance County for many years until 1970. Having returned over 17 years ago, I have experienced a great change in the city. Therefore, having this opportunity to learn, grow and assist in promoting a healthy, and safe environment for hard-working people like myself and others is my desire.

**DO NOT SUBMIT RESUMES/ATTACHMENTS  
(OVER)**

**Please share how your interests/skills/areas of expertise/professional organizations/activities will contribute to this board/commission:**

My skills and experience include public relations with an administrative management background in the field of social and corporate development. Fully qualified in directing and motivating employees and personnel. Articulate and personable coupled with the ability to meet, communicate and deal effectively with people on all levels. Can provide top level office support by performing a large variety of complex (if necessary) duties or tasks reaching into most parts of an organization. Ability to use discretionary judgment, analysis and independent action. Excellent office and computer skills. Very flexible and adaptable to change, good organizational abilities with no supervision required.

Organizations: North Carolina Notary Public (7/2016) and S.C.D.U. Administrative Assistant

**Affirmation of Eligibility:**

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes \_\_\_ No X If yes, please explain disposition: \_\_\_\_\_

Are there any conflicts of interest or other matters that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the City Council? Yes \_\_\_ No X

If yes, please explain: \_\_\_\_\_

I understand this application is public record, and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and accordingly, I further understand that if my attendance is less than the standards for attendance by any Board/Commission/Committee, it is expected that I will attend a least 75% of all meetings during any one fiscal year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature: Ms. Alberta O. Jeffers

Date: November 20, 2013

Form is invalid if not signed and dated

Return Completed Form to:

Esther J. McCrackin, City Clerk

134 Rose Avenue / PO Box 1434

Henderson, NC 27536

Phone: (252) 430-5705 Fax: (252) 492-7935 Email: [emccrackin@ci.henderson.nc.us](mailto:emccrackin@ci.henderson.nc.us)

**Do not submit any resumes or attachments  
Applicants are required to be a resident of the City of Henderson**

Form Approved by City Council on 10-23-00  
Last Update: 9/8/11  
Cityclerk\applicationforboardsaug2010\11/8/10

## City Council Action Form

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



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

Council Meeting: 9 Dec. 13 Regular Meeting

---

5 December 2013

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

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

**RE: CM: 13-33**

**Re: Promissory Note for 2" Water Main Replacement  
State Project H-LRX-F-11-1694**

### Ladies and Gentlemen:

Attached is a copy of an executed Promissory Note for the funds related to the 2" Water Main Replacement Project that is currently under construction. The loan amount is \$1,898,571 at 0% interest over 20 years.

This loan was accepted by the Council via Resolution 12-62 on 13 August 2012 and serves as a matter of record and status of the project.

### Enclosures:

1. Promissory Note
2. NC Dept. of State Treasurer Letter & Payment Schedule
3. Resolution 12-62

North Carolina Drinking Water State Revolving Fund

Project No. H-LRX-F-11-1694

PROMISSORY NOTE

For value received, the City of Henderson herein referred to as the "Unit," hereby promises to pay the State of North Carolina the principal sum of One Million Eight Hundred Ninety Eight Thousand Five Hundred Seventy One Dollars (\$1,898,571) together with any additional amount disbursed under GS 159G with interest on the unpaid principal sum, from the scheduled date of completion for a loan made to the Unit by the Department of Environment and Natural Resources for a Water Project, herein referred to as the "Project," until said principal sum shall be paid

Interest will accrue at the rate of 0 percent per annum on the unpaid principal sum from the Drinking Water State Revolving Fund. The first payment is due not earlier than six months nor later than twelve months after the scheduled date of completion of the Project by The Department of Environment and Natural Resources – Division of Water Infrastructure.

The principal sum shall be repaid in not more than 20 annual installments on May 1, the first principal payment is due not earlier than six months after the scheduled date of completion of the Project. The scheduled date of completion of the project is December 1, 2014.

The Unit may be required by the North Carolina Department of Environment and Natural Resources to prepay this note in whole and any further commitment of funds may be withdrawn if the Unit fails to: (i) adopt on or before completion of Project, place into effect, and agree to maintain until the principal sum is paid, a schedule of fees, charges, and other available funds, that will adequately provide for proper operation, maintenance, and administration of the project and for repayment of all principal of and interest on loans; (ii) arrange for necessary financing of the Project within one year of the date of acceptance of a revolving loan; (iii) award a contract for construction of the Project within one year of the date of acceptance of a revolving loan.

The principal sum will be used entirely within the intent of the Drinking Water State Revolving Fund for the purpose of acquiring, constructing and equipping the Project.

The Unit shall keep the Project continuously insured against such risks as are customarily insured against. In case of material damage to the Project, prompt notice shall be given to Department of Environment and Natural Resources. Proceeds from any insurance settlement shall either be used to reduce the unpaid principal amount or replace, repair, rebuild or restore the Project, in the discretion of the unit.

The Project will be made accessible for inspection by any duly authorized representative of the State.

This note is not secured by a pledge of the faith and credit of the State of North Carolina or of the Unit, but is payable solely from the revenues of the Project or benefited systems, or other available funds.

Payments of principal and interest on this Note shall be made directly to Department of Environment and Natural Resources. All obligations of the Unit hereunder shall terminate when all sums due and to become due pursuant to this Note have been paid. This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

The Unit agrees that any other monies due to the unit of local government from the State may be withheld by the State and applied to the payment of this obligation whenever the unit fails to pay any payment of principal or interest on this note when due.

The obligation of the Unit to make payments on this Note and observe all conditions herein stated shall be absolute and unconditional. The Unit shall not suspend or discontinue any such payment on this Note for any cause including, without limitation, failure to complete the Project, failure of title to all or any part of the Project, destruction or condemnation of all or any part of the Project.

In Witness Whereof, the City of Henderson caused this Note to be executed as of this date.

By James D. O'Geary  
Authorized Representative

ACKNOWLEDGMENT OF EXECUTION

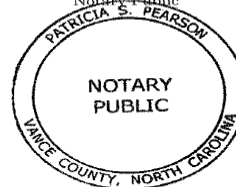
STATE OF North Carolina

COUNTY OF Vance

This 5<sup>th</sup> day of December, 2014, personally came before me James D. O'Geary who, being by me duly sworn, says that he is the authorized representative of City of Henderson and that the said writing was signed by him, in behalf of said governmental unit by its authority duly given. And the said authorized representative acknowledged the said writing to be the act and deed of the said governmental unit.

Patricia S. Pearson  
Notary Public

My Commission Expires:  
10/25/15  
(NOTARIAL SEAL)





JANET COWELL  
TREASURER

NORTH CAROLINA  
DEPARTMENT OF STATE TREASURER  
STATE AND LOCAL GOVERNMENT FINANCE DIVISION  
AND THE LOCAL GOVERNMENT COMMISSION

T. VANCE HOLLOMAN  
DEPUTY TREASURER

November 27, 2013

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

Re: Maturity Schedule  
\$1,898,571 State Revolving Loan  
State Project H-LRX-F-11-1694

Dear Mayor O'Geary,

Enclosed is a maturity schedule reflecting the principal payments on the City's above-referenced revolving loan note.

Our office will notify you before each payment is due in the form of a "Notice of Bond Principal and Interest Due" statement. Your office should receive this statement approximately 30 days before each payment date.

Enclosed also, please find two (2) copies of the promissory note for your Revolving Loan. Please complete and notarize **both** copies and return **one** (1) to:

North Carolina Department of State Treasurer  
Attn: Phillip Anderson  
State and Local Government Finance Division  
325 North Salisbury Street  
Raleigh, NC 27603-1385

If you have any questions, please feel free to contact me at 919-807-2361.

Sincerely,

Phillip Anderson  
Debt Management

325 NORTH SALISBURY STREET, RALEIGH, NORTH CAROLINA 27603-1385  
Courier #56-20-45 Telephone (919) 807-2350 Fax (919) 807-2352  
Physical Address: 4505 Fair Meadow Lane, Blue Ridge Plaza, Suite 102, Raleigh, NC 27607  
Website: [www.nctreasurer.com](http://www.nctreasurer.com)

## City of Henderson

Schedule for a Federal Revolving Loan  
Prepared by the Department of State Treasurer

Amount:	\$1,898,571	LGC Approval Date:	June 5, 2012
Term (Years):	20	Approval Amount:	\$1,726,000
Interest Rate:	0.00%	Loan Amount:	\$1,898,571
Est. Date of Completion:	December 1, 2014	Principal Forgiveness:	\$0
State Project Number:	H-LRX-F-11-1694		

Certified Completion Date:

Fiscal Year	Outstanding Balance	Interest Rate		May 1 Principal Payment	Total Payment
05/01/16	\$ 1,898,571.00	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/17	\$ 1,803,642.45	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/18	\$ 1,708,713.90	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/19	\$ 1,613,785.35	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/20	\$ 1,518,856.80	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/21	\$ 1,423,928.25	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/22	\$ 1,328,999.70	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/23	\$ 1,234,071.15	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/24	\$ 1,139,142.60	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/25	\$ 1,044,214.05	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/26	\$ 949,285.50	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/27	\$ 854,356.95	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/28	\$ 759,428.40	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/29	\$ 664,499.85	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/30	\$ 569,571.30	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/31	\$ 474,642.75	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/32	\$ 379,714.20	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/33	\$ 284,785.65	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/34	\$ 189,857.10	0.000%		\$ 94,928.55	\$ 94,928.55
05/01/35	\$ 94,928.55	0.000%		\$ 94,928.55	\$ 94,928.55
				\$ 1,898,571.00	\$ 1,898,571.00



## RESOLUTION 12-62

### ACCEPTANCE OF A LOAN FROM THE NC DRINKING WATER STATE REVOLVING FUND FOR 2" WATER MAINS AND SERVICES REPLACEMENT PROJECT

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

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

**WHEREAS**, the Federal Safe Drinking Water Act Amendments of 1996 and the NC Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water system improvements, *and*

**WHEREAS**, the City received an offer of acceptance of a loan for a water system project (project number WIF-1694); *and*

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

**WHEREAS**, the amount of the loan is \$1,726,000 for twenty years with a 0.00% interest rate; *and*;

**WHEREAS**, the new water mains will help with water pressure and water quality for the customers and with maintenance and repair reduction in various locations throughout the City.

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

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

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

The foregoing Resolution 12-62 introduced by Council Member Peace-Jenkins and seconded by Council Member Coffey on this the 13<sup>th</sup> day of August 2012, and having been submitted to a roll call vote, was APPROVED by the following votes: YES: Peace-Jenkins, Daeke, Brown, Daye, Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: Kearney and Rainey.

---

James D. O'Geary, Mayor

***ATTEST:***

---

Esther J. McCrackin, City Clerk

Approved to Legal Form:

---

John H. Zollicoffer, Jr., City Attorney

*(Reference: Minute Book 42, p. 548)*



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

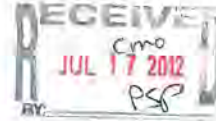
Beverly Eaves Perdue  
Governor

Thomas A. Reeder  
Director

Dee Freeman  
Secretary

July 13, 2012

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



Re: Public Water Supply Loan Application  
**Part A Offer and Acceptance**  
Project Number: WIF-1694  
PWSID: 0291010  
Applicant: City of Henderson  
Vance County

Dear Mayor O'Geary:

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

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

Next Steps:

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

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

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

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

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

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

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

One  
North Carolina  
*Naturally*

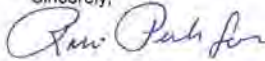
James O'Geary  
City of Henderson  
July 13, 2012  
Page 2

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

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

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

Sincerely,



Amanjit Paintal  
Project Engineer  
Revolving Loan and Grant Program

ASP/RDP

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

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

### Remit Information Form (Optional)

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

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

**Information:**

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

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

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

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

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

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

\_\_\_\_\_  
Date

## Procedures (Process for Loan and Grant Applicants)

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

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

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

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

### DBE DOCUMENTATION

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

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

After accepting the Part A and having accomplished the following:

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

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

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

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

## Procedures (Process for Loan and Grant Applicants)

Cont'd

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

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

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

### **LOAN OR GRANT PAYMENTS**

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

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

### **CONSTRUCTION COMPLETION**

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

### **AUDIT**

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

### **PRINCIPAL AND INTEREST PAYMENTS**

As specified in the Loan Agreement and Promissory Note.

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

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

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

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

PART A

SECTION 1 - OFFER

Legal Name, PWSID and Address of Applicant		Project Number:	WIF-1694
City of Henderson PWS ID: 0291010 PO Box 1434 Henderson, North Carolina 27536		CFDA Number: (for federal assistance only)	66.468
		Grant ID Number: [TBD] (for federal assistance only)	FS-984338__
Total Estimated Project Cost			\$1,726,000
Estimated Project Cost Eligible for State Participation			\$1,726,000
Total Grant Amount Offered			\$0
Total Loan Amount Offered			\$1,726,000

Authorization	Amount	Fee rate	Fee	Term (years)	Interest Rate
DWSRF Revolving Loan	\$1,726,000	2.0%	\$34,520	20	0%
Total Sum	\$1,726,000		\$34,520		

Description of Project:

**Replace 13,000 feet of undersized, old, and deteriorated 2-inch waterlines with 6-inch waterlines to reduce leakage.**

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



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

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

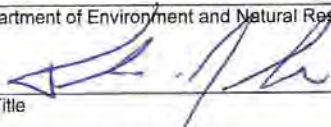
1. The Applicant will furnish information that satisfactorily demonstrates the availability of funds, other than State loan or grant funds, to pay the remaining costs of the project.
2. The Applicant will provide the Departmental Administrative Fee (as shown on the front page) to the Department prior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

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

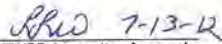
August 13, 2012

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

\_\_\_\_\_  
Date

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

Thomas A. Reeder, Division Director

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

SECTION 2 – ASSURANCES

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

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

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

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

---

SECTION 3 – ACCEPTANCE

---

On Behalf of (Legal Name of Applicant)

City of Henderson

---

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

---

Signature of Representative

Date

---

Name and Title of Representative (Type or Print)

James O'Geary, Mayor

## City Council Action Form

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



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

Council Meeting: 9 Dec 2013 Reg. Meeting

---

3 December 2013

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

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

**RE:** CAF: 13-126

**Consideration of Approval of Ordinance 13-70, FY 14 Budget Amendment #20, Authorizing the Transfer of Contingency Funds to Engineering in the CIP Regional IBT Project**

**Ladies and Gentlemen:**

**Council Goals Addressed By This Item:**

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

**Recommendation:**

- Approval of Ordinance 13-70, FY 14 Budget Amendment #20, Authorizing the Transfer of Contingency Funds to Engineering in the CIP Regional IBT Project.

**Executive Summary**

On 27 September 2010 City Council approved the acceptance of a contract with CH2MHill for IBT services via Resolution 10-98. Throughout the Interbasin Transfer Project, funding for the engineering services has been allocated in the contingency line item and then moved to the appropriate line item as needed, contingent on City Council approval. There is ongoing work related to the modeling and projections update which will require continued funding of the project services with CH2MHill.

The City and its KLRW partners, through its legislative representatives, are discussing proposed legislation which may help expedite the lengthy process.

**Enclosures:**

1. Ordinance 13-70
2. Resolution 10-98

# **ORDINANCE 13-70**

## **AN AMENDMENT TO THE FY 2013 - 2014 BUDGET TO TRANSFER CONTINGENCY FUNDS TO ENGINEERING IN THE CIP REGIONAL – IBT PROJECT BUDGET AMENDMENT #20**

**WHEREAS**, the City Council of the City of Henderson (Council), on 27 June 2013, adopted its FY 13-14 Operating Budget; *and*

**WHEREAS**, the Council has created and uses a Capital Improvements Fund for active capital projects related to the regional water treatment system, said fund referred to as 46: CIP Regional Water 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, said amendment incorporated in this Ordinance.

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

FUND: 46: CIP - Regional			Ordinance 13-70			
PROJECT: 937: KLRWS Inter-Basin Transfer Permit			FY 13-14 Budget Amendment #20			
Project Budget Created: 26 January 2004			Amending Capital Project 46-937: KLRWS Inter-Basin Transfer Permit			
REVENUES			Approved	Current		
Department	Line Item	Code	26-Jan-04	Budget	Amendment	Revised
	Investment Income	46-939-458100	\$ -	\$ 12	\$ -	\$ 12
	Trans Fr: 64 Regional	46-937-461064	\$ 465,000	\$ 345,988	\$ -	\$ 345,988
	Trans Fr: 78 Regional Res	46-937-461065	\$ -	\$ 525,000	\$ -	\$ 525,000
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ 465,000	\$ 871,000	\$ -	\$ 871,000
						\$ 871,000
EXPENDITURES			Approved	Current		
Department	Line Item	Code	26-Jan-04	Budget	Amendment	Revised
	Professional Services	46-937-500400	\$ -	\$ 79,224	\$ -	\$ 79,224
	Contingency	46-937-509900	\$ 60,000	\$ 188,012	\$ (134,135)	\$ 53,877
	Planning/Design	46-937-510100	\$ 405,000	\$ 119,988	\$ -	\$ 119,988
	Engineering	46-937-510301	\$ -	\$ 483,776	\$ 134,135	\$ 617,911
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		<b>Total</b>	\$ 465,000	\$ 871,000	\$ -	\$ 871,000
						\$ 871,000
		<b>Variance</b>			\$ -	
<b>Reference:</b>			<b>Notes:</b>			
City Council Meeting 1/26/2004; BA #24			Amendment to establish a new project to obtain a new IBT (Interbasin Transfer) certificate as was required by the State. Total project cost estimated to be \$465,000. Revenue to come from Regional Reserve.			
City Council Meeting 4/12/2004; BA #27			Amendment to decrease the Interbasin Transfer (Plan/Design) budget by \$285,000 and contingencies by \$60,000, for a total budget reduction of \$345,000. This was due to the Public Utilities Committee agreement on 3/22/2004 to allocate \$120,000 for fiscal year 2003/04 as a CIP Project for the work related to obtaining an Interbasin Transfer Permit. The reduction from revenue was obtained by reducing the appropriation from Regional Reserve.			
City Council Meeting 4/10/2006; BA #30			Amendment to appropriate actual costs thus far for the IBT Project (\$119,988). The revenue was appropriated from Regional Water Reserves, however the actual money was never transferred from the Reserves. This amendment was made for the purpose of "making the transfer." The project was to remain open until further review by the City Council.			
City Council Meeting 6/27/2007; BA #1			Amendment to transfer \$150,000 from the Regional Water FY 07-08 operating budget to the IBT Budget to continue plans and study of the project.			
City Council Meeting 6/23/2008; BA #1			Amendment to transfer \$150,000 from the Regional Water FY 08-09 operating budget to the IBT Budget to continue plans and study of the project.			
City Council Meeting 11/10/2008; BA #14			Amendment to "true up" the IBT project budget with the engineering contract. Funds were initially budgeted in the contingency line item.			
City Council Meeting 6/22/2009; BA #1			The FY 09/10 Budget Ordinance appropriates \$100,000 from Regional Water to the CIP Regional Water IBT Project. This \$100,000 will remain in contingency until such time as the Council approves additional contract or project costs for the project.			
City Council Meeting 7/13/2009; BA #2			This amendment appropriates \$271,224 from contingency; \$240,000 to Engineering due to a contract with CH2Mhill for continued engineering services regarding the IBT Project and \$31,224 to Professional Services to cover the legal fees to be incurred by Poyner & Spruill, LLC for this project.			
1/10/2010			Interfund transfer of \$10,000 from Engineering to Planning/Design to cover overage in the Planning/Design line item.			
City Council Meeting 6/14/2010; BA #3			Amendment to transfer \$125,000 from the Regional Water FY 10-11 operating budget to the IBT Budget. This \$125,000 will remain in contingency until further contracts are authorized by the City Council.			
City Council Meeting 2/28/2011; Ord 11-17; BA #35			Amendment to transfer \$125,000 from Contingency to Engineering to help cover the costs of the contract with CH2Mhill which was approved by the City Council on 9/27/2010.			
City Council Meeting 6/13/2011; Ord 11-39; BA #1			Amendment appropriates \$150,000 to the CIP Regional IBT Project. Appropriations will be placed in the contingency line item until further contracts are authorized by the City Council.			
City Council Meeting 7/9/2012; Ord 12-47; BA #1			Amendment provides for the formal allocation of \$38,000 provided in the FY 2013 budget to Fund 46. The transfer line from Fund 64 to Fund 46 is shown as a memo reference only since it was approved in the budget adoption ordinance. Since Fund 46 is a capital improvement project fund, it's budgetary appropriations are not considered in the routine annual budget adoption ordinance and are made separately and subsequent to the budget adoption.			
City Council Meeting 6/27/2013; Ord 13-19; BA #1 (effective 7/1/2013)			Amendment provides for the formal allocation of \$38,000 provided in the FY 2014 budget to Fund 46. The transfer line from Fund 64 to Fund 46 is shown as a memo reference only since it was approved in the budget adoption ordinance. Since Fund 46 is a capital improvement project fund, it's budgetary appropriations are not considered in the routine annual budget adoption ordinance and are made separately and subsequent to the budget adoption.			
City Council Meeting 12/09/2013; Ord 13-70, CAF 13-126; BA #20 (effective 7/1/2013)			Amendment to transfer \$134,135 from Contingency to Engineering to help cover the costs of the contract with CH2Mhill which was approved by the City Council on 9/27/2010.			

The foregoing Ordinance 13-70, 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 9 day of December 2013: YES: \*\*\*. NO: \*\*. ABSTAIN: \*\*. ABSENT: \*\*.

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

**ATTEST:**

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

*Reference: Minute Book 42 p. \*\*\*; CAF 13-126*

\_\_\_\_\_  
**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—70 adopted by the Henderson, City Council in Regular Session on 9 December 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 December 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*

## RESOLUTION 10—98

### A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH CH2MHILL FOR THE INTER-BASIN TRANSFER OF WATER PROJECT FOR THE KERR LAKE REGIONAL WATER SYSTEM

**WHEREAS**, the City Council (Council) conducted its Annual Planning Retreat in January 2010, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

**WHEREAS**, this Resolution addresses one KSO as follows: KSO 5—Provide reliable, dependable infrastructure, Action Plan 5-2: Expand the Kerr Lake Regional Water Treatment Facility; *and*

**WHEREAS**, the North Carolina Department of Environment and Natural Resources (NCDENR) requires that the inter-basin transfer of water (IBT) from one river basin to another be approved and done under the certification process of the EMC; *and*

**WHEREAS**, A Master Services Agreement was executed with the engineering firm of CH2MHill on 8 May 2008 for services relative to an IBT Petition; *and*

**WHEREAS**, CH2MHill has completed Task Orders One and Two of the requirements for the certification process and have submitted the scope of work for the third task as outlined in *Attachment A*; *and*

**WHEREAS**, The Kerr Lake Regional Water System Advisory Board was advised of the City's intent to continue with the IBT Petition process and there was no expressed opposition; *and*

**WHEREAS**, funding for the IBT Process is set up as a CIP Project and additional funding in the amount of \$125,000 was approved in the FY 10 Budget.

**NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE** the execution of the contract with the engineering firm of CH2MHill in conjunction with the existing Master Services Contract for Task Order Three as more fully articulated in *Attachment A* to this Resolution, *and*

**BE IT FURTHER RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHORIZES** the Mayor to execute said agreement on behalf of the City.



The foregoing Resolution 10—98, upon motion of Council Member Inscoe and second by Council Member Rainey and having been submitted to a roll call vote and received the following votes and was APPROVED on this the 27<sup>th</sup> Day of September 2010: YES: Peace-Jenkins, Daeke, Davis, Daye, Coffey, Inscoe, Rainey. NO: None. ABSTAIN: None. ABSENT: Evans.

---

James D. O'Geary, Mayor

***ATTEST:***

---

Frank Frazier, Interim Deputy City Clerk

Approved to Legal Form:

---

John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 41, p 662*

**ATTACHMENT A  
TASK ORDER No. 3  
(Amendment 2 to TASK ORDER No. 1)**

**SCOPE OF WORK**

**INTERBASIN TRANSFER FROM THE ROANOKE RIVER BASIN  
ONGOING SUPPORT**

**City of Henderson and Kerr Lake Regional Water System**

This Task Order is an attachment to the Master Services Agreement ("AGREEMENT") executed May 8, 2008 between the City of Henderson, North Carolina ("CITY") and CH2M HILL, Inc. ("CH2M HILL") for the PROJECT generally described as Interbasin Transfer from the Roanoke River Basin.

**Project Understanding**

The City of Henderson and their partners, the City of Oxford and Warren County, in the Kerr Lake Regional Water System (KLRWS) require the services of a consultant to assist them in obtaining an interbasin transfer (IBT) certificate. The KLRWS currently provides water directly or indirectly to municipal and county systems in four counties and three river basins in northeastern North Carolina. The KLRWS currently has a maximum day IBT of approximately 5 million gallons per day (mgd), a grandfathered IBT allowance of 10 mgd, and a projected IBT by 2040 of approximately 24 mgd to the Tar River Basin including the Fishing Creek subbasin. In addition, a small amount of water is transferred to the Neuse River Basin. This transfer to the Neuse Basin is currently below 0.3 mgd, and is not projected to grow to over 2.0 mgd by 2040. While the KLRWS will not approach the grandfathered IBT during the next 5 to 8 years, it is important to complete this process in a timely manner to ensure continued water service to KLRWS' partners and the local governments with contracts with the partners.

KLRWS completed an environmental assessment (EA) for an expansion of its water plant in 2003 (prepared by EE&T). This EA received a Finding of No Significant Impact (FONSI) and plan approvals for a water plant expansion. This EA is a comprehensive document that can become the basis of an environmental review document to support an IBT certificate. In addition, the US Army Corps of Engineers (USACE) approved the request of KLRWS for additional storage in Kerr Lake. The final report, issued in 2005, will also be a source of information. The 2007 and 2008 Local Water Supply Plans for the partner communities, once approved by NC Division of Water Resources (NCDWR), will also serve as key information to be incorporated into the IBT planning process.

Under Task Order 1, projected water demands were updated along with estimates of the required IBT. In addition, a scoping document was developed that was provided to

COPYRIGHT 2010 BY CH2M HILL, INC. - COMPANY CONFIDENTIAL

agencies and the public. The scoping document served as the basis to obtain public comment on the proposed project at a total of five public meetings in accordance with the requirements of North Carolina House Bill 820 (HB 820) and General Statute 143-215.22L. The five public meetings were publicized through legal advertisements in newspapers throughout the Roanoke, Tar-Pamlico, and Neuse River Basins. During Task Order 1, the agencies determined that an environmental impact statement (EIS) should be developed for the IBT.

Task Order 2 included completion of the preliminary draft EIS and hydrologic modeling. Public and agency comments received during the scoping process were included in the planning of this task order and incorporated into the draft EIS. Services included under Task 2 involved developing and working toward the agency approval process for an IBT environmental document in accordance with the State Environmental Policy Act (SEPA) and associated stakeholder involvement.

With Task Order 3, this project continues to follow the process outlined in the attached flow chart outlining the steps in the SEPA and IBT Petition processes (Figure 1 in Exhibit A). This will involve review by North Carolina agencies and modifications to address any comments. The second round of public comments and coordination with federal agencies and the state of Virginia will then be collected via a round of public hearings and a public comment period. The EMC will also review the EIS at this point. Any comments will be addressed in the revised EIS. The IBT Petition will also be prepared.

## Scope of Work

These tasks build from Tasks 1 and 2 completed under previous Task Orders. Task 3 covers any necessary additional services beyond this Task Order 3 scope of work and funding of Task 3 is being replenished under this task order. The scope of work for the next phase begins with Task 4, and additional services listed last (replenishment of Task 3).

## Task 4 Revised Draft Environmental Impact Statement

The preliminary draft EIS will be submitted by CH2M HILL on behalf of KLRWS to the NCDWR for review as the lead state agency. After NCDWR's review, CH2M HILL and KLRWS will meet with NCDWR one time to discuss NCDWR's comments. Based on their comments, CH2M HILL will revise the draft EIS one time and submit the document to NCDENR (through NCDWR) for agency review.

### Deliverables

- Revised preliminary draft EIS will be submitted to NCDWR in electronic (pdf) and hard copy format (3 copies).
- Meeting summary from one meeting with KLRWS and NCDWR to discuss NCDWR comments on the revised preliminary draft EIS.

- Twelve hard copies of 2<sup>nd</sup> revision of the preliminary draft EIS for submittal to NCDWR (3 of these are for NCDWR use) for distribution to other agencies for comment; electronic (pdf) version and three hard copies will be submitted to KLRWS.

#### **Assumptions**

- No field work will be needed to revise the EIS.
- No additional modeling analyses other than the hydrologic modeling outlined in Task 1 (previous task order) will be completed.
- No air quality conformity analysis is required.
- No GIS data will be digitized; all necessary analyses and maps will be completed from data available from the local governments and other agencies.
- Historic and cultural resources analyses will be completed using available data; no historic, cultural resources, or archaeology studies will be required.
- It is assumed the preliminary draft EIS and revised versions will be in a 3-inch binder and will include up to twenty 8 ½ x 11 color figures. The figures will be placed at the end of each section.
- Meeting with KLRWS and NCDWR to discuss NCDWR's comments on preliminary draft EIS will last up to two (2) hours and be held in Raleigh, NC.
- 
- A comment summary of KLRWS and/or NCDWR comments will be prepared; however this comment summary will be used for tracking purposes only and will not be included in the draft EIS described in Task 3.

## **Task 5 EMC Process: Development of Draft IBT Petition**

### **Task 5-1 Preparation of Draft IBT Petition**

This task will begin once the NCDENR agencies have approved the preliminary draft EIS. A petition will be prepared for consideration by the Environmental Management Commission (EMC) for the IBT. The petition will rely on information in the EIS but will be organized according to the requirements of the IBT Statute (Table 2 in Exhibit A). Available updates to the 2009 Local Water Supply Plans and KLRWS water sales agreements will be included in the draft petition.

All public water systems intending to purchase water from the Partners will be given the opportunity to review the draft IBT petition and comment prior to submittal to the NCDWR for its review.

One meeting with the Partners and one meeting with NCDWR is assumed for this task. It is also assumed that attendance at one EMC meeting to discuss the Roanoke River Basin Hydrologic Model results (completed under the previous task order) will be required.

**Deliverables**

- PowerPoint presentation summarizing IBT Petition key statements
- Draft IBT Petition in electronic (pdf) format for review

**Assumptions**

- It is assumed that the meetings with the Partners and NCDWR will be held on the same day and three CH2M HILL staff will attend.
- It is assumed that three CH2M HILL staff will attend the EMC meeting in Raleigh.
- Development of the final IBT Petition will occur under separate task order.

**Task 5-2 Water Conservation and Drought Management Plan**

North Carolina G.S. §143-215.22L requires that a water conservation and drought management plan be included in the IBT certificate. This requires a water conservation plan for the communities in the receiving basin that equals or exceeds the most stringent water conservation plan implemented by a community water system in the source river basin. In addition, a drought management plan that equals or exceeds the most stringent drought management measures in the source river basin must be adopted by the local governments receiving water through the IBT in the receiving basin.

In North Carolina, Water Shortage Response Plans (WSRPs) should include the applicable information related to droughts to be used for the purposes of this rule. After consulting with NCDWR to determine the most stringent plans in the source basin, the Partners' WSRPs will be updated to meet this requirement. The WSRPs will differ slightly for each Partner, per the requirements of WSRP format. Coordination with NCDWR will ensure the appropriate level of actions is present in the plans. A draft will be submitted to each Partner for review and comments will be incorporated into the final WSRPs, which should then be adopted by each Partner's governing body. These WSRPs will be summarized in the IBT Petition and included as attachments.

**Deliverables**

- Draft updated WSRP for each Partner in electronic format for review (PDF)
- Summary table of WSRP review comments to ensure consistency among Partners' WSRPs.
- Final WSRPs in electronic format following client review and comments

#### **Assumptions**

- NCDWR will conduct the review of WSRPs in the Roanoke River Basin to ensure that the most stringent components are also included in the Partners' Plans.
- One round of review and revisions with NCDWR is expected
- Each Partner will be responsible for uploading their final WSRP to the NCDWR website.
- Meetings with the KLRWS members will not be necessary for this task. Any such meeting will be considered an additional service. Communications can occur via telephone and electronic transmissions.
- WSRPs for customers of KLRWS may also require updating; this is beyond the scope of this authorization.

### **Task 6 – Public Draft EIS and Public Notice**

CH2M HILL will summarize the comments received from the NCDENR agencies on the draft EIS in a table format which includes the agency who made the comment, the comment, and a proposed response/how the comment will be addressed in the draft EIS. This table summary will be submitted to KLRWS for review. Based upon their review and comments, CH2M HILL will revise the comment summary table and submit it electronically to NCDWR and other agencies for review. A meeting(s) will be held with the agencies to discuss their comments. The purpose of the meeting will be to get concurrence in how comments will be addressed in the public draft EIS.

Based on the comments and discussion at the meeting with the agencies, CH2M HILL will revise the draft EIS and submit it to NCDWR for submittal to the North Carolina State Clearinghouse for public review and comment. At this time, the draft EIS will also be made available to federal agencies and Virginia Department of Environmental Quality. The following mechanisms will be used by CH2M HILL on behalf of KLRWS to notify the public of the availability of the draft EIS and hearing:

- Publication in the North Carolina Environmental Bulletin; copies will be made available to the North Carolina State Clearinghouse
- Publication of notice in newspapers which received scoping notice [as described in NCAC 143-215.22L(c)]
- Notification to other entities which received the scoping notice, including in Virginia

The public notice will summarize the procedures that should be followed to comment on the DEIS and where copies can be viewed. The DEIS will be made available to the public by posting an electronic version to the NCDWR's website. Hard copies of the complete EIS (main body of EIS and all appendices) will be placed in public locations in Warren, Vance, Franklin, and Granville Counties and at NCDWR office in Raleigh.

#### **Deliverables**

- Draft comment summary table with NCDENR agency comments in electronic format
- One meeting summary for meeting with NCDENR to discuss comments
- Revised comment summary table in electronic format
- Draft EIS for KLRWS and NCDWR review in electronic format
- 24 hard copies of draft EIS (4 for NCDWR, six for State Clearinghouse, 4 for KLRWS, 10 for public locations in Vance, Warren, Franklin, and Granville Counties, 1 for NCDENR, 1 for VADEQ. Public location copies will include hard copy appendices; other hard copies will include a CD with electronic appendices.
- An electronic version of draft EIS with complete appendices suitable for publication on NCDWR's website.

#### **Assumptions**

- Meeting with NCDENR will last 2 hours and occur in Raleigh, NC
- No field work will be needed to complete the EIS.
- No additional modeling analyses other than the hydrologic modeling outlined in Task 1 (previous task order) will be completed.
- No air quality conformity analysis is required.
- No GIS data will be digitized; all necessary analyses and maps will be completed from data available from the local governments and other agencies.
- Historic and cultural resources analyses will be completed using available data; no historic, cultural resources, or archaeology studies will be required.
- 23 hard copies of the draft EIS will be provided as described under the deliverables section. It is assumed the main body of the draft EIS will be in a 3-inch binder and will include up to twenty 8 ½ x 11 color figures. The figures will be placed at the end of each section. Other than the 10 complete public hard copies, appendices will be provided in electronic format.

### **Task 7 – Public Hearing and Comments**

North Carolina G.S. §143-215.22L requires at least one public hearing that is held at least 30 days after public notice is provided. It is anticipated for the purposes of this Task Order that three public hearings will be held, one in the source basin and one in each of the two receiving basins. The EMC is responsible for holding the public hearings and preparing a

record of all comments. CH2M HILL will assist KLRWS in preparing their comments for the public hearing and attend the public hearing. One meeting with KLRWS and NCDWR to plan the public hearing is anticipated. Major comments received on the draft EIS during the hearings and throughout the public comment period will be summarized by CH2M HILL along with a adequate response to the comment. The comments will be organized from the EMC record and summarized overall and not by individual commenter for the review purposes of the KLRWS. The full record of comments, as recorded by the EMC, will be included in a draft EIS appendix.

#### **Deliverables**

- One meeting with NCDWR and KLRWS to plan for public hearings
- Attendance at 3 public hearings by four (4) CH2M HILL staff, with one hearing in the source basin and a hearing in each of the receiving basins.
- Draft comment summary of comments received on draft EIS either through comment letter or through oral comment during the hearing(s). These comments will be addressed under a separate Task Order.

#### **Assumptions**

- Meeting with NCDWR and KLRWS will be held in Raleigh, NC and last 2 hours
- Hearings will last up to 3 hours each
- EMC is responsible for recording hearings and preparing record of public comments during hearing and during public comment period and will provide the record to CH2M HILL
- If room rental fee is required, KLRWS will arrange for payment

### **Task Order 3 Optional Additional Services**

During the project, NCDWR or KLRWS may have a project need that is not covered under this scope of work. Task 3 has been established to cover these circumstances and is being replenished under this task order. A \$25,000 time and expense allowance has been included to replenish the budget of this Task.

During the project, NCDWR or KLRWS may request additional services that are not covered under another project task. If either occurs, CH2M HILL will develop a task scope and budget and present it to KLRWS for review and approval. No work will be completed under this Task without written authorization from the KLRWS. Potential services may include additional modeling scenarios or additional alternatives analysis. Other activities that may fall under this task include additional KLRWS or agency meetings not covered in this scope.



---

The following Tasks 8-9 will be completed under a separate Task Order once comments are received from the public hearing process and the EMC a path forward is further defined:

## **Task 8 – Final EIS and Record of Decision (Future task order)**

### **Task 8-1 Final EIS**

CH2M HILL will revise the EIS based on the comments received and the responses discussed with NCDWR and KLRWS. A hard copy of the EIS will be provided to KLRWS and NCDWR to review. The summary of comments will be annotated with responses in the EIS so that changes in the EIS can be readily located. Any further KLRWS or NCDWR comments will be addressed one time. Then the final EIS will be submitted to the North Carolina State Clearinghouse for publication. The final EIS will also be prepared in a suitable pdf format for posting on the NCDWR website.

### **Task 8-2 Final IBT Petition**

The IBT Petition will be revised one time to reflect similar edits made in the Final EIS under Task 8-1. A summary of edits will be prepared and submitted to the KLRWS and NCDWR for their review. The IBT Petition will then be revised with any final comments prior to the public hearings relating to the EMC's draft determination.

## **Task 9 – Support for EMC Public Hearings and Decision Process (Future task order)**

It is anticipated that the EMC will have three public hearings on the proposed request; one in the source basin and one in each of the two receiving basins. Assistance and support will be provided to KLRWS throughout this process.

---

## **Project Team**

Bill Kreutzberger - Project Director and Senior Technical Review

Jaime Robinson - Project Manager; Lead Preparer

Francine Durso - Senior Advisor

Adam Sharpe - Staff Scientist

Laurie Sickles – Staff Engineer, GIS Mapping

Klaus Albertin– Modeler

Sarah Braman – Engineer

Ruth Swanek – Senior Review

## Project Schedule

IBT environmental review and certification processes have typically taken five or more years. The preliminary schedule outlined here is a four year schedule which is building off of the EA completed for the water plant expansion. It should be emphasized that there are a number of factors which can influence the schedule during both the environmental review and EMC portions of the process. The Partners will then have a month to review the preliminary DEIS. Once revisions are complete, it will be sent to NCDWR for their review. Once comments are received from NCDWR, it will take approximately 2 to 3 months to prepare the DEIS. Overall, this Task Order No. 3 will take approximately 12 months to complete. Agency review times and availability for meetings may influence this schedule.

## Project Budget

The costs for this Task Order No. 3 Tasks 3-7 were determined using the attached rate table (Attachment B). Task Order No. 3 is the third step in this project, with the overall goal of obtaining a Record of Decision (ROD) and IBT Certificate. The following table presents the costs for Tasks 3-6 (including additional services replenishment) only, which total \$231,734 on a time and expense compensation basis. Further work for Tasks 8-9 of this project will be priced at a later date, once public and EMC comments are received for the draft EIS and further level of effort needs are better understood.

TABLE 1  
Task Order No. 3 Price  
KLRWS IBT EIS

Task No.	Description	Labor Hours	Labor Price	Expenses
Task 3	Optional Services	150	\$24,950	
Task 4	Agency Draft EIS	372	\$55,856	\$3,200
Task 5	EMC Process	336	\$48,174	\$2,000
Task 6	Public Draft EIS	332	\$51,800	\$2,000
Task 7	Public Hearing	202	\$29,954	\$19,000
<b>Total</b>		<b>1,392</b>	<b>\$207,534</b>	<b>\$24,200</b>

Total Task Order No. 3 Cost is **\$231,734**.

TABLE 2  
Project to Date  
KLRWS IBT

Task Order No.	Description	Expenses
Task Order 1	Scoping Phase	\$145,556.10
Task Order 2	Draft EIS Development	\$240,620.00
Task Order 3	Draft EIS and Draft IBT Petition	\$231,734.00
<b>Total</b>		<b>\$617,910.10</b>

This Task Order No. 3 will become part of the referenced AGREEMENT on the effective date when executed by both parties. The effective date is the latest date when this Task Order 3 has been signed, as shown below.

IN WITNESS WHEREOF, the parties execute below:

City of Henderson, North Carolina

CH2M HILL, Inc.

Dated this \_\_\_\_ of \_\_\_\_\_, 2010

Dated this \_\_\_\_ of \_\_\_\_\_, 2010

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

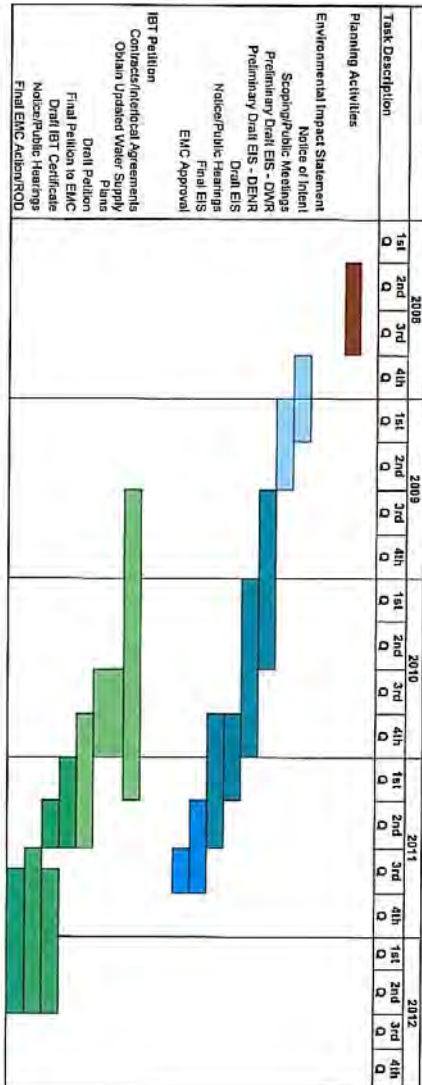
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_



**ATTACHMENT B**  
**COMPENSATION SCHEDULE**  
for  
**CH2M HILL, INC.**  
**CLIENT: CITY OF HENDERSON**

CH2M HILL PER DIEM CODE	CH2M HILL E-GRADE EQUIVALENT	JOB BASED PAY EMPLOYEE CLASSIFICATIONS	Hourly Billing Rates	
			2010	2011
03	E7	Principal Program Manager / Sr. Project Consultant / Project Planning & Controls Mgr	\$248	\$255
04	E6	Sr. Project Manager / Sr. Technologist / Operations Manager	\$194	\$200
05	E5	Project Manager / Project Technologist / Project Controls Mgr	\$169	\$174
06	E4	Project - (Engineer/ Planner/ Scientist)/Resident Project Rep/Cx Mgr 1	\$157	\$162
07	E3	Associate - (Engineer/ Planner/ Scientist)/Facilities Ops Mgr 1/Cost Eng 3	\$118	\$122
08	E2	Staff - (Engineer/ Consultant)/ Facilities Ops Super 2/ Cost Engineer 2	\$107	\$110
09	E1	Jr. Staff Consultant/ Engineer/ Planner	\$95	\$98
10	E0	Geologist/Scientist/Planner/Scheduler	\$81	\$83
11	T5	Designer/Resident Rep/Survey Specialist - 5	\$125	\$129
12	T4	Designer/Resident Rep/Survey Tech - 4	\$102	\$105
13	T3	Engineer Tech/Tech Inspector/Survey Tech - 3	\$92	\$95
14	T2	Engineer Tech/Tech Inspector/Survey Tech - 2	\$78	\$80
15	T1	Engineer Tech/Tech Inspector/Survey Tech - 1	\$74	\$76
16	TA	Technical Aide	\$60	\$62
19	O	Admin Ass't/Acct Specialist/Purchasing Tech/Facilities Ops Ass't	\$75	\$77

The labor schedule for the job classifications of CH2M HILL personnel required to perform the work on a (Time & Expense) basis is provided above. The codes and classifications are a representative sample of potential categories that may be utilized in the implementation of the Client's programs. These rates do not include allowances for Direct Expenses, subcontracts and outside services. The burdened rates above are inclusive of all fringe, indirects, fee, and standard project charges for computing systems.

Escalation: Rates specified above will escalate 3% annually beginning in January 2012.

Direct Expenses: Direct Expenses are those necessary cost and charges incurred to execute the work, including but not limited to: (1) the direct cost of travel, transportation, meals, lodging, mail, shipping, equipment and supplies; (2) CH2M HILL's standard rate charges for direct use of CH2M HILL's vehicles and certain field equipment; (3) Comprehensive Health and Safety requirements for OSHA for all employees enrolled in the monitoring program

Subcontractors and Outside Services - shall be billed at Cost +10%.

COMPANY CONFIDENTIAL AND PROPRIETARY

**City Council Memo**

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



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

**Council Meeting:** 9 December 2013

---

5 December 2013

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

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

**RE:** CM: 13-32

**Subject: Off Premise Advertisement Sign Ordinance**

**Ladies and Gentlemen**

At the last City Council Work Session held on 25 November 2013, there was discussion relative to an Off Premise Advertisement Ordinance. This ordinance came as a recommendation from the Planning Board's 18 November 2013 meeting.

The City Staff continues to work with Attorney Zollicoffer to have this ordinance ready for your review at the next City Council meeting 13 January 2013.

## *Meetings and Events Calendar*

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
Dec 10	3:00 PM	<b>Henderson Community Appearance Commission</b>	City Council Chambers
Dec 12	12:00 PM	<b>Henderson-Vance Park &amp; Recreations Commission</b>	Aycock Recreation Center
Dec 19	7:00 PM	<b>Human Relations Commission</b>	City Council Chambers
Dec 23	<b>Christmas Holiday</b>	<b>City Council Meeting Cancelled Due to Holiday</b>	<i>Merry</i>  <i>Christmas</i>
Dec 24	<b>Christmas Holiday</b>	<i>MERRY</i>  <i>CHRISTMAS</i>	 <i>CITY HALL CLOSED</i> 
Dec 25	<b>Christmas Holiday</b>	<i>MERRY</i>  <i>CHRISTMAS</i>	 <i>CITY HALL CLOSED</i>
Dec 26	<b>Christmas Holiday</b>	 <i>MERRY CHRISTMAS</i>	<i>CITY HALL CLOSED</i> 
Jan 1 <sup>st</sup>	<b>New Years Day</b>	<b>HAPPY NEW YEAR</b> 	 <i>CITY HALL CLOSED</i> 
Jan 6 <sup>th</sup>	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
Jan 7 <sup>th</sup>	3:30 PM	<b>Henderson Zoning Board of Adjustment</b>	City Council Chambers
Jan 9 <sup>th</sup>	12:00 PM	<b>Henderson-Vance Park &amp; Recreations Commission</b>	Aycock Recreation Center
Jan 13 <sup>th</sup>	5:00 PM	<b>Library Advisory Board Meeting</b>	Perry Memorial Library
Jan 13 <sup>th</sup>	6:00 PM	<b>City Council Regular Meeting</b>	City Council Chambers (If Approved)
Jan 14 <sup>th</sup>	3:00 PM	<b>Henderson Community Appearance Commission</b>	City Council Chambers
Jan 16 <sup>th</sup>	7:00 PM	<b>Human Relations Commission</b>	City Council Chambers
Jan 20 <sup>th</sup>	<b>MLK Birthday</b>	<b>Martin Luther King Birthday</b> 	 <i>CITY HALL CLOSED</i> 
Jan 27 <sup>th</sup>	6:00 PM	<b>City Council Meeting Work Session to Follow</b>	City Council Chambers
Jan 31 <sup>st</sup>	10:00 AM	<b>Henderson-Vance E-911 Advisory Board Meeting</b>	E-911 Operations Center
Feb 3 <sup>rd</sup>	3:30 PM	<b>Henderson Planning Board</b>	City Council Chambers
Feb 4 <sup>th</sup>	3:30 PM	<b>Henderson Zoning Board of Adjustment</b>	City Council Chambers

*Last Updated 12/6/2013*

HENDERSON-VANCE COUNTY 911

NUMBER OF CALLS REPORT BY COMPLAINT (ALL UNITS)

TOTAL 5,217

TIME PERIOD: 10/21/2013 09:00:00 Through 11/20/2013 23:59:59

DEPARTMENT	COMMENT	TOTAL	COUNTY	CITY	STATE	OTHER
DATA WITH NO DEPARTMENT		140				140
AFTON VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	4	4			
AMERICAN RED CROSS	Other Dispatch	0				0
BEARPOND VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	44	44			
BERTIE AMBUANCE SERVICE	City & County Dispatch-school	13	13			
COKESBURY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	25	25			
CSX RAILROAD	Other Dispatch	1				1
DREWRY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	20	20			
EMBARQ	Other Dispatch	1				1
EPSOM VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	8	8			
HENDERSON FIRE DEPARTMENT-STA 1	City Dispatch	309		309		
HENDERSON FIRE DEPARTMENT-STA 2	City Dispatch	246		246		
HENDERSON POLICE DEPARTMENT	City Dispatch	2,519		2,519		
HENDERSON STREET DEPT	City Dispatch	3		3		
HENDERSON WATER DEPARTMENT	City Dispatch	15		15		
HICKSBORO VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	30	30			
KITRELL VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	14	14			
NORTH CAROLINA DEPT OF PARKS	State Dispatch	0			0	
NORTH CAROLINA DEPT OF TRANSPORTATION	State Dispatch	7			7	
NORTH CAROLINA DIVISION OF MOTOR VEHICLES	State Dispatch	0			0	
NORTH CAROLINA FORESTRY SERVICE	State Dispatch	17			17	
NORTH CAROLINA MAGISTRATE OFFICE	State Dispatch	0			0	
NORTH CAROLINA MEDICAL EXAMINER	State Dispatch	0			0	
NORTH CAROLINA PROBATION & PAROLE	State Dispatch	0			0	
NORTH CAROLINA STATE HIGHWAY PATROL	State Dispatch	47			47	
NORTH CAROLINA UNDERWATER RECOVERY	Other Dispatch	1			1	
NORTH CAROLINA WILDLIFE	State Dispatch	0			0	
PROGRESS ENERGY	Other Dispatch	5				5
PUBLIC SERVICE GAS	Other Dispatch	0				0
RIDGEWAY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	1	1			
TOWNSVILLE VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	24	24			
VANCE COUNTY AMBUANCE SERVICE (EMS)	City & County Dispatch-school	492	211	279		2
VANCE COUNTY ANIMAL CONTROL	County Dispatch	72	72			
VANCE CO DEPT OF SOCIAL SERVICES	County Dispatch	2	2			
VANCE COUNTY EMERGENCY MANAGEMENT	City & County Dispatch	12	12			
VANCE COUNTY FIRE DEPARTMENT	County Dispatch/FIRE	134	134			
VANCE COUNTY RESCUE SQUAD	County Dispatch	37	37			
VANCE COUNTY SHERIFF DEPARTMENT	County Dispatch	1,958	1,958			
WAKE ELECTRIC COOPERATIVE	Other Dispatch	0				0
WATKINS VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	24	24			
<b>TOTALS</b>		<b>6,225</b>	<b>2,633</b>	<b>3,371</b>	<b>72</b>	<b>149</b>

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

Signature: Brian K. Short  
 Reviewed by: Brian K. Short, Director  
 11/25/2013



# ***HENDERSON-VANCE CO 911***

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

***First Date:*** 10/21/2013

***Jurisdiction:*** HEN-VAN

***Last Date:*** 11/20/2013

---

	<b><i>Department</i></b>	<b><i>Number</i></b>
1	Data with no Department.	140
2	AFTO	4
3	BERT	13
4	BVFD	44
5	CSX	1
6	CVFD	25
7	DOT	7
8	DSS	2
9	DVFD	20
10	EM	12
11	EMS	492
12	EVFD	8
13	FOR	17
14	GAS	2
15	HFD1	309
16	HFD2	246
17	HPD	2519
18	HVFD	30
19	KVFD	14
20	PE	5
21	RIDG	1
22	SHP	47
23	STRE	3
24	TVFD	24
25	VCAC	72
26	VCFD	134
27	VCR	37
28	VCSO	1958
29	WATE	15
30	WVFD	24

---

***Total:*** 5217

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

# HENDERSON-VANCE CO 911

## Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 10/21/2013

Last Date: 11/20/2013

Complaint		Number
911HU	911 HANG UP CALL	50
ABAND	ABANDONED OR JUNKED CARS	1
ABDOM-EMD	ABDOMINAL PAIN OR PROBLEMS	23
ACC-PD	ACCIDENT PROPERTY DAMAGE	93
ACC-PI	ACCIDENT PERSONAL INJURY	34
ALARM	ALARM RESIDENCE OR BUSINESS	242
ALARMFALSE	ALARM FALSE	104
ALARMMED	ALARM MEDICAL	10
ALLERG-EMD	ALLERGIC REACTION / ENVENOMATIC	6
ANIM	ANIMAL COMPLAINT/VISCIOUS ANIMAL	66
ARMED SUSP	ARMED SUSPECT (MAN WITH A GUN)	4
ASAG	ASSIST OTHER AGENCY	27
ASMO	ASSIST MOTORIST	60
ASSAULIP-EMD	ASSAULT OR SEXUAL ASSAULT - IN PI	2
ASSAULT-EMD	ASSAULT OR SEXUAL ASSAULT	35
BACKPAIN-EMD	BACK PAIN (NON-TRAUMATIC)	7
BE MV	BREAKING AND ENTERING TO A MOTOR	10
BOMB	BOMB THREAT	1
BON	BONDING	3
BREATH-EMD	BREATHING PROBLEMS	66
BURG-IP	BURGLARY/B&E IN PROGRESS	5
BURGLARY	BURGLARY	73
CARBON-EMD	CARBON MONOXIDE / INHALATION / H.	2
CAR	CARELESS AND RECKLESS DRIVER	27
CARDIAC-EMD	CARDIAC/RESPIRATORY ARREST OR I	9
CHASE	CHASE	5
CHEM-SPI	CHEMICAL SPILL	1
CHESTPAI-EMD	CHEST PAIN	54
CHILD-ABU	CHILD ABUSE OR NEGLECT	4
CHOKING-EMD	CHOKING	4
CIVDIS	CIVIL DISPUTE	78
COMTHR	COMMUNICATING THREATS	11
CONVULS-EMD	CONVULSIONS / SEIZURES	26
DIABETIC-EMD	DIABETIC PROBLEMS	13
DIRTRF	DIRECTING TRAFFIC/TRAFFIC CONTRI	4
DISO	DISORDERLY PERSON	85
DOMEIP/W	DOMESTICE DISPUTE - IN PROGRESS.	10
DOM-PROB	DOMESTIC PROBLEM	69
DRUGALC	DRUG OR ALCOHOL COMPLAINT	61
DRUNKDRIV	DRUNK DRIVER	4
DVO	DOMESTIC VIOLENCE ORDER	5
EMERG TRANS	EMERGENCY TRANSPORT	1
ESCO	ESCORT	228
EVICTION	EVICTION CARRIED OUT	36
FALLS-EMD	FALLS (SUBJECT FALLEN)	65
FIGHT	FIGHT	29
FIGHT-IP/W	FIGHT IN PROGRESS/W-WEAPONS	2
FIRE AL	FIRE ALARM	22
FIRE BRU	BRUSH/GRASS FIRE	24
FIRE CHIM	CHIMNEY FIRE	1
FIRE ELEC	ELECTRICAL FIRE	4
FIRE SMOKE	SMOKE REPORT	7

# HENDERSON-VANCE CO 911

## Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 10/21/2013

Last Date: 11/20/2013

Complaint		Number
FIRE STRUC	STRUCTURE FIRE	18
FIRE TRANS	TRANSFORMER FIRE	2
FIRE VEHI	VEHICLE FIRE	6
FRAUD	FRAUD/FORGERY	33
GASLEA	GAS LEAK	4
HARR	HARRASSMENT/THREATS	41
HEADACHE-EMD	HEADACHE	2
HEART-EMD	HEART PROBLEMS - AICD	5
HEMORR-EMD	HEMORRHAGE / LACERATION	7
HOMEINV	HOME INVASION	1
HRPD	HIT & RUN PD	28
HRPI	HIT & RUN PI	5
ILL-DUMP	ILLEGAL DUMPING	39
INDEXPO	INDECENT EXPOSURE	1
INSPECTION	FIRE INSPECTION	122
INTPERS	INTOXICATED PERSON	26
INVE	INVESTIGATE --- AT	719
IPV	IMPROPERLY PARKED VEHICLE	14
JUV	JUVENILE PROBLEMS	25
LARC	LARCENY - ALREADY OCCURRED	135
LIVEST	LIVESTOCK IN ROADWAY	3
LOIT	LOITERING COMPLAIN	2
LOST	LOST PROPERTY	4
LOUD	LOUD MUSIC	61
MEDICAL	MEDICAL	3
MEN	MENTAL SUBJECT	64
MISS	MISSING PERSON	17
OPEN	OPEN DOOR/WINDOW	13
OVERDOSE-EMD	OVERDOSE / POISONING (INGESTION)	7
PDAMG	PROPERTY DAMAGE ALREADY OCCU	78
PREGNANT-EMD	PREGNANCY/CHILDBIRTH/MISCARRIA	7
PROW	PROWLER	35
RACE	RACING/HIGH SPEED DRIVING	1
RAPE	RAPE	1
RECFPI	RECOVERED/FOUND PROPERTY	14
ROBARM	ROBBERY ARMED	13
ROBBERY	ROBBERY	3
RUN	RUNAWAY	2
SHOP	SHOPLIFTER	14
SHOTS	SHOTS FIRED	46
SICK-EMD	SICK PERSON	72
SPEC	SPECIAL ASSIGNMENT	1
STABBING-EMD	STABBING / GUNSHOT / PENETRATING	7
STOLV	STOLEN VEHICLE	8
STROKE-EMD	STROKE (CVA)	11
SUBINCUS	SUBJECT IN CUSTODY	29
SUICIDE-EMD	SUICIDE / PSYCHIATRIC / ABNORMAL I	3
SUMMONS	CIVIL / CRIMINAL SUMMONS	233
SUPSUB	SUSPICIOUS SUBJECT	86
SURR	SURRENDER	13
SUSVEH	SUSPICIOUS VEHICLE	100
TEST	TEST CALL	78

# **HENDERSON-VANCE CO 911**

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

**Jurisdiction:** HEN-VAN

**First Date:** 10/21/2013

**Last Date:** 11/20/2013

<b>Complaint</b>		<b>Number</b>
Traffic Stop	VEHICLE STOP	454
TRANSPORT	TRANSPORT	1
TRAUMA-EMD	TRAUMATIC INJURY (SPECIFY IN NARI	4
TREEDWN	TREE DOWN	3
TRES	TRESPASSING SUSPECT	80
UNAUTHVEH	UNAUTHORIZED USE VEHICLE	12
UNCONC-EMD	UNCONCIOUS / FAINTING OR NEAR	27
UNKNOWN-EMD	UNKNOWN PROBLEM (MAN DOWN)	3
WARRANT	WARRANT	530
WATER	WATER RELATED PROBLEM	17
WRIT	WRIT OF EXECUTION	10
XRAY	COURTHOUSE X RAY DUTY	1

**Report Total: 5217**



# Henderson Fire Department

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

**Daniel E. Wilkerson**  
 Fire Chief

**TO:** RAY GRIFFIN, CITY MANAGER  
**FROM:** DANIEL E. WILKERSON, FIRE CHIEF  
**DATE:** December 3, 2013

## FIRE SUPPRESSION AND RESCUE ACTIVITY REPORT FOR: NOVEMBER, 2013

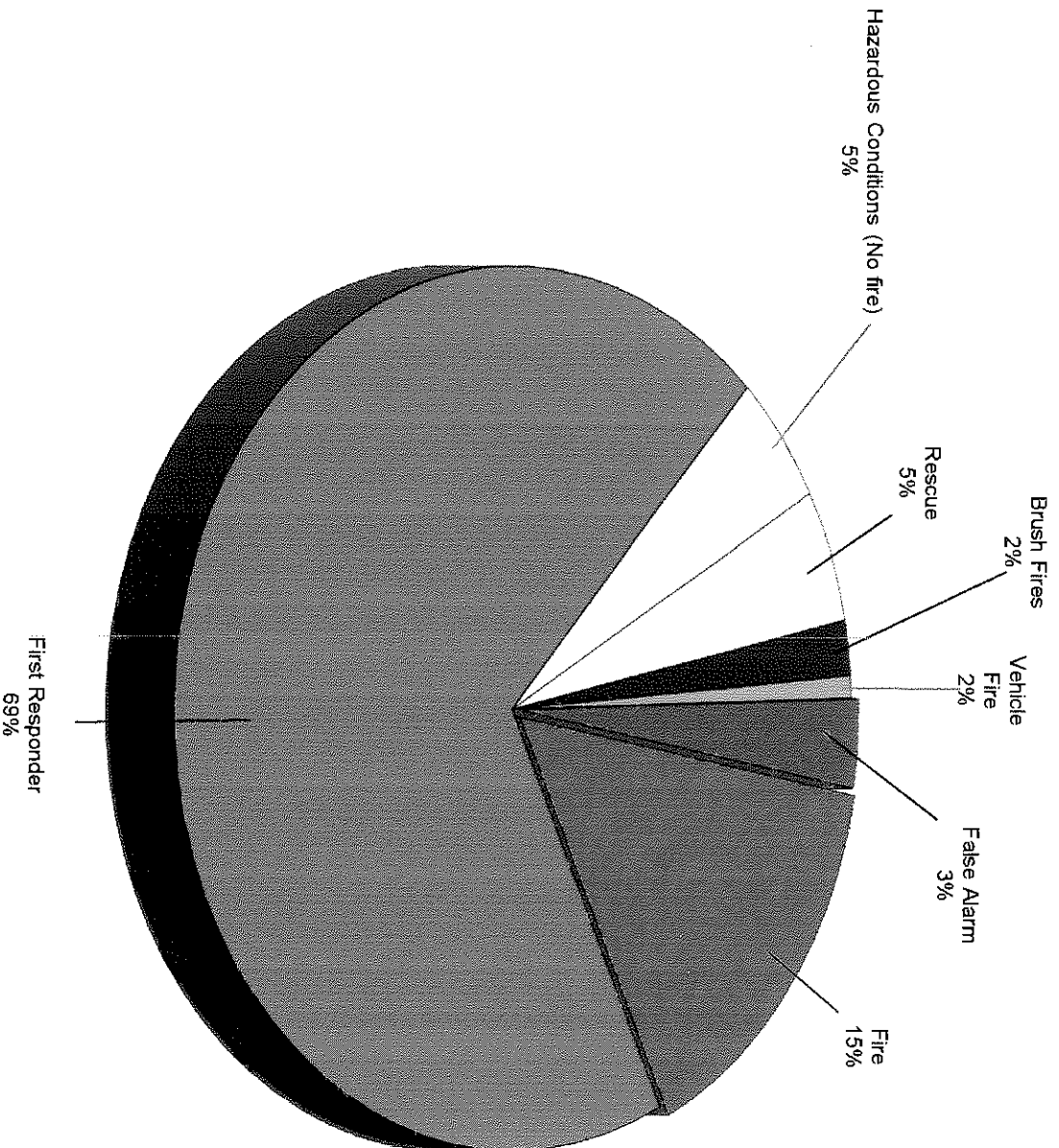
TYPE OF CALL	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
PRIVATE DWELLINGS (1 or 2 Family), Including Mobile Homes	14	14	142
APARTMENTS (3 or More Families)	1	3	21
HOTELS AND MOTELS	0	1	6
ALL OTHER RESIDENTIAL (Dormitories, Boarding Houses, Tents, etc.)	0	0	1
PUBLIC ASSEMBLY (Church, Restaurant, Clubs, etc.)	1	3	15
SCHOOLS AND COLLEGES	1	1	6
HEALTH CARE AND PENAL INSTITUTIONS (Hospitals, Nursing Homes, Prisons, etc.)	1	3	20
STORES AND OFFICES	4	4	26
INDUSTRY, UTILITY, DEFENSE, LABORATORIES, MANUFACTURING	0	1	14
STORAGE IN STRUCTURES (Barns, Vehicle storage Garages, General Storage, etc.)	0	0	0
OTHER STRUCTURES (Outbuildings, Bridges, etc.)	1	1	7
WORKING STRUCTURE FIRE	0	3	16
FIRES IN HIGHWAY VEHICLES (Autos, Trucks, Buses, etc.)	2	3	26
FIRES IN OTHER VEHICLES (Planes, Trains, Ships, Construction or Farm Vehicles)	0	1	1

FIRE OUTSIDE OF STRUCTURES WITH VALUE INVOLVED, BUT NOT VEHICLES (Outside Storage, Crops, Timber, etc.)	0	1	3
FIRES IN BRUSH, GRASS, WILD LAND (Excluding Crops and Timber) With No Value Involved	3	3	17
FIRES IN RUBBISH, INCLUDING DUMPSTERS (Outside structures), With No Value Involved	2	3	14
ALL OTHER FIRES	5	4	23
RESCUE	12	0	184
FIRST RESPONDER	171	160	1792
FALSE ALARM RESPONSES (Malicious or Unintentional False Calls, Malfunctions, Bomb Scares)	8	13	148
MUTUAL AID OR ASSISTANCE RESPONSES	7	13	77
HAZARDOUS MATERIALS RESPONSES (Spills, Leaks, etc.)	4	2	24
OTHER HAZARDOUS RESPONSES (Arcing wires, Bomb Removal, Power Line Down, etc.)	8	4	40
ALL OTHER RESPONSES (Smoke Scares, Lock-Outs, Animal Rescues, etc.)	2	2	27
<b>TOTALS</b>	<b>247</b>	<b>243</b>	<b>2650</b>

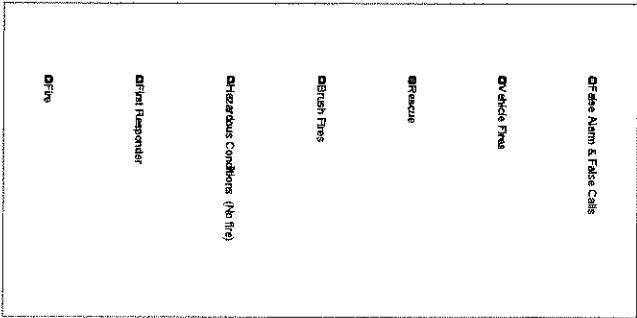
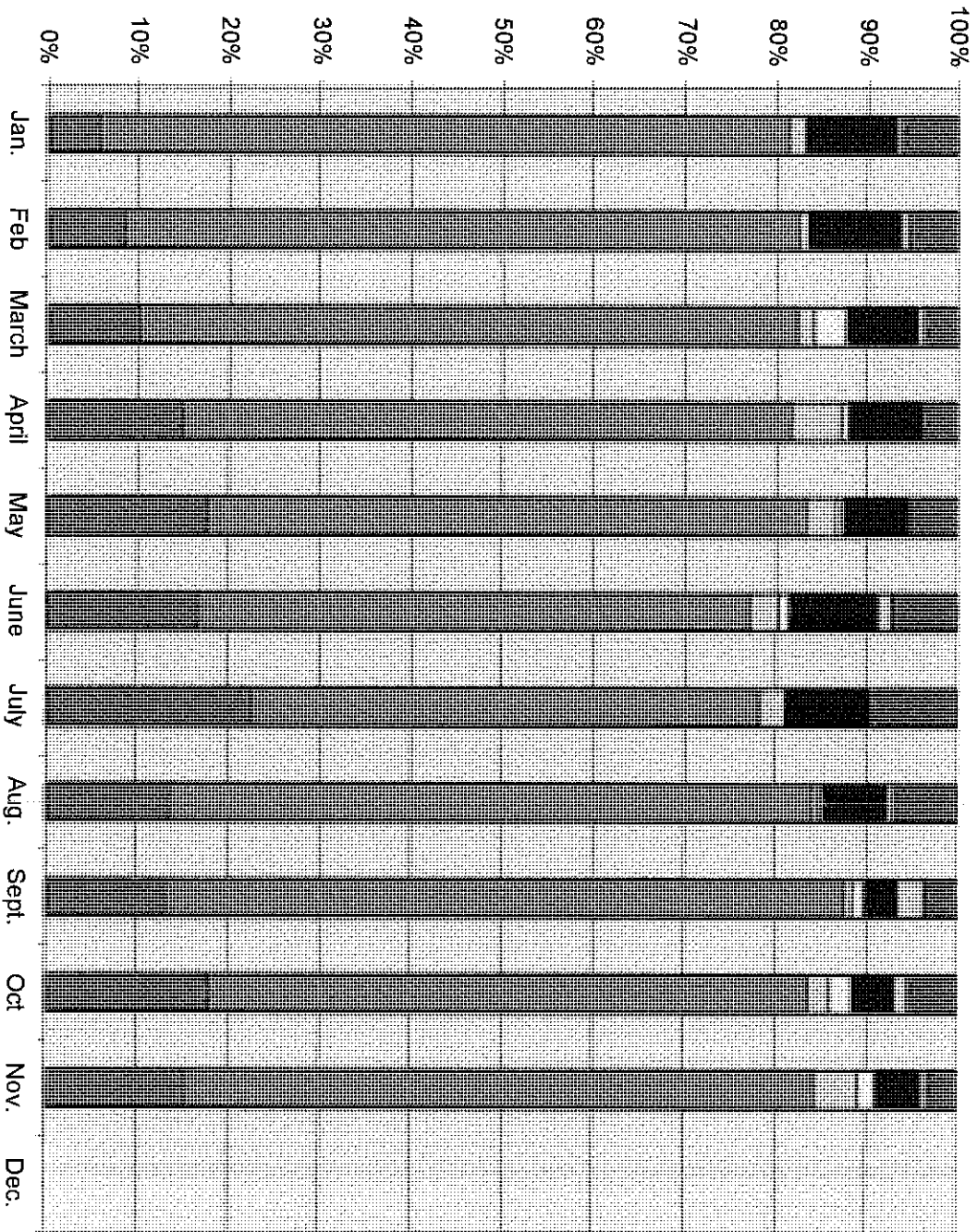
	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
<b>Total Fire Incidents With Property and/or Contents Loss</b>	<b>8</b>	<b>9</b>	<b>83</b>
<b>Total of Property and Contents Value Saved</b>	<b>\$ 174,250.00</b>	<b>\$ 1,503,974.00</b>	<b>\$ 7,129,945.00</b>

	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
FIRE CASUALTIES FIREFIGHTER-DEATH	0	0	0
FIRE CASUALTIES FIREFIGHTER - INJURIES	0	0	0
FIRE CASUALTIES CIVILIAN - DEATH	0	0	0
FIRE CASUALTIES CIVILIAN - INJURIES	0	0	2

# Incident Summary For November



# YEAR TO DATE SUMMARY BY MONTH FOR 2013





**INSPECTION ACTIVITIES REPORT FOR:      NOVEMBER, 2013**

<b>INSPECTIONS</b>	<b>PRESENT MONTH</b>	<b>PREVIOUS MONTH</b>	<b>YEAR-TO-DATE</b>
ASSEMBLY	2	5	84
BUSINESS	1	16	220
EDUCATIONAL	0	3	6
HAZARDOUS	0	0	0
INDUSTRIAL	0	1	9
INSTITUTIONAL	3	6	20
MERCANTILE	2	5	114
RESIDENTIAL	1	4	24
STORAGE	0	0	4
DAY CARE	0	0	16
HOME CARE	0	0	0
FOSTER CARE	0	0	2
VACANT	1	0	23
<b>TOTALS</b>	<b>10</b>	<b>40</b>	<b>522</b>

	<b>PRESENT MONTH</b>	<b>PREVIOUS MONTH</b>	<b>YEAR-TO-DATE</b>
CODE VIOLATIONS	13	33	668
FOLLOW UP INSPECTIONS	0	17	187

FIRE PREVENTION ACTIVITY REPORT FOR YEAR OF: 2013

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
Service Calls to Residents	18	21	15	11	8	13	17	10	6	2,220	4,560		6,898
Home Inspections / Door Hanger Follow Ups	8	2	5	8	0	2	0	0	0	175	200		400
Smoke Alarms Installed	5	12	7	6	8	9	11	5	4	65	35		170
Batteries Installed in Smoke Alarms	7	12	12	9	8	6	5	3	6	200	300		568
Fire Extinguisher Classes	0	0	0	1	0	2	3	1	4	3	2		16
School / Daycare Presentations	3	4	6	4	3	5	2	1	4	7	5		44
Community / Civic Group Presentations	2	1	3	1	2	0	3	2	4	5	2		25
Station Tours	1	5	3	2	3	4	3	0	2	6	3		32
Total Participants in Fire & Life Safety Programs	600	800	1000	1300	2000	1000	1900	1100	2400	3000	4,500		19,500
Community / Business Displays	0	1	2	1	1	0	2	5	2	3	1		18
Child Safety Seat Clinics	0	0	0	0	0	0	0	0	0	0	1		1
Child Safety Seats Inspected	12	8	6	8	5	11	4	2	3	10	5		74
Child Safety Seats Distributed	2	0	0	0	0	2	0	0	0	0	0		4
Shift Coverage Hours	40	48	16	24	24	8	4	16	24	16	8		230

**MONTHLY CITATION REPORT FOR THE MONTH OF: NOVEMBR 2013**

LOCATION	CURRENT MONTH FIRE LANE	CURRENT MONTH HANDICAPPED	LAST MONTH FIRE LANE	LAST MONTH HANDICAPPED	YEAR TO DATE
Cardinal Plaza					0
Compare Foods					0
Crossroads Shopping Center					0
Dabney Shopping Center					0
Dabney West Mall					0
Golden Corral					0
Guardian Care					0
Henderson Mall					0
Henderson Square					0
Lowe's					1
Maria Parham Hospital					0
Market Place					0
Northside Plaza					0
Oak St					0
Rose's Norlina Rd					0
Staples					0
Vance County Courthouse					0
Vance Medical Arts Bldg					0
Vance Square					0
Village Square					0
Wal Mart		0	0	0	3
Walgreens					0
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>

## TRAINING DIVISION PRODUCTIVITY - November 2013

Henderson Fire Department

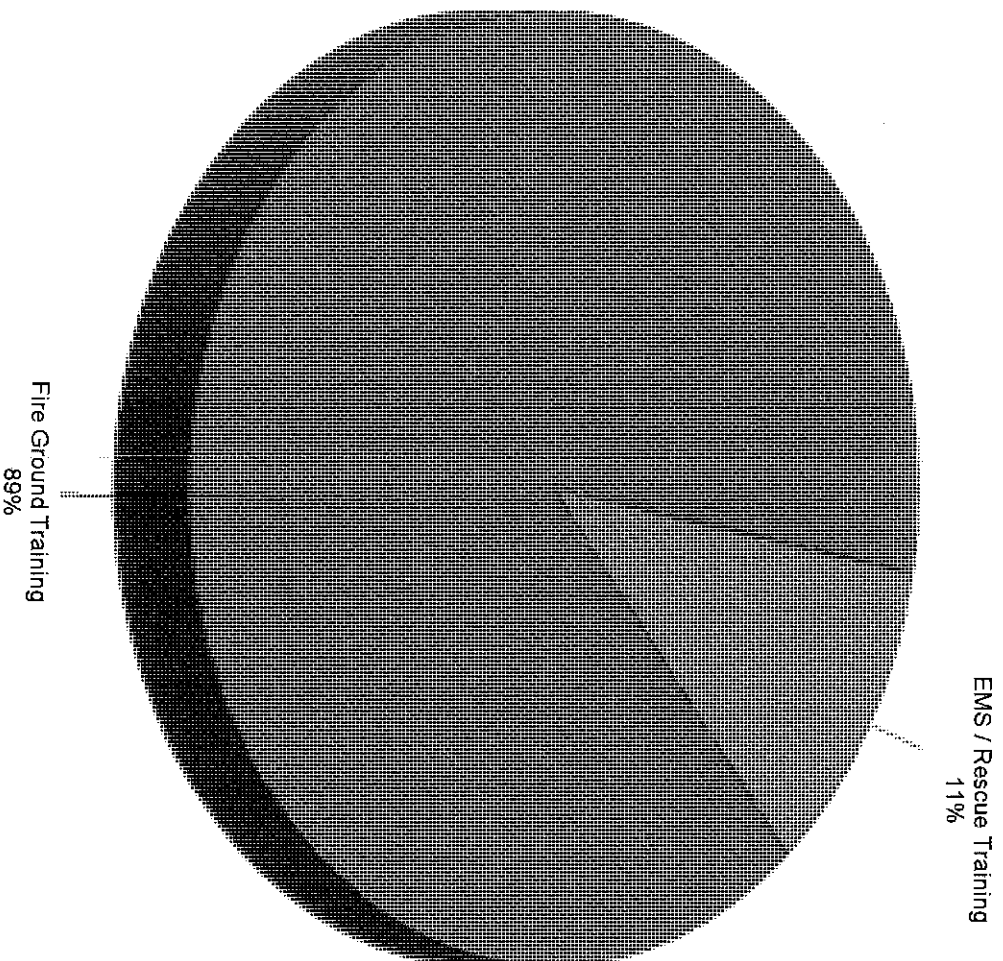
Types of Courses Taught	Course Hours Taught	Man-hours of Training
Fire Ground Training	96	603.5
EMS / Rescue Training	12	120
Special Training	0	0

<b>Totals</b>	<b>108</b>	<b>723.5</b>
---------------	------------	--------------

	Course Hours Taught	Man-hours of Training
PREVIOUS MONTH TOTAL	154	1169

YEAR - TO - DATE TOTAL	1,853.50	14,691.5
------------------------	----------	----------

# Training Hours by Category - November 2013



## **Fire Department Regulatory Compliance**

The Fire Department has met all regulatory compliance items for the month of  
November 2013