



AGENDA

Henderson City Council Short Regular Meeting

Monday, 27 January 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, Sr.
Councilmember Sara M. Coffey
Councilmember Michael C. Inscoe
Councilmember D. Michael Rainey

Councilmember Brenda G. Peace—Jenkins
Councilmember Garry D. Daeke
Councilmember Fearldine A. Simmons
Councilmember George M. Daye

City Officials

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

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

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

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

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

V. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA

VI. APPROVAL OF MINUTES

- a) 13 January 2014 Regular Meeting *[See Notebook Tab 1]*

VII. PUBLIC HEARING

- a) Consideration of Approval of Ordinance 14-11, Amending the Zoning Map for a 0.43 acre Tract Located off Wilbur Street from I2 (Industrial Non-Park Zoning District) to B4 (Neighborhood Commercial Zoning District) Vance County Tax Map 0083, Block 02, and Lot 002. (CAF 14-18) *[See Notebook Tab 2]*

- Public Hearing
- Ordinance 14-11

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.³

IX. NEW BUSINESS

- a) Consideration of Approval of Resolution 14-12, Approving an Application to the North Carolina Governor's Highway Safety Program in the Amount of \$12,000 for NC Governor's Highway Safety Program Grant to Fund Police Vehicle Equipment. (CAF 14-20) *[See Notebook Tab 3]*

- Resolution 14-12

- b) Consideration of Approval of Resolution 14-13, Authorizing a Grant Application to the NC Governor's Crime Commission Program for the Purchase of Mobile Data Terminal Computers and VIPER Interoperability Radio System Radios. (CAF 14-21) *[See Notebook Tab 4]*

- Resolution 14-13

- c) Consideration of Approval of Resolution 14-14, Providing for the Disposition of Jointly Held Property by the City and County Otherwise Identified as 777 Parkway Drive Tax Parcel # 0104 02015. (CAF 14-22) *[See Notebook Tab 5]*

- Resolution 14-14

- d) Consideration of Approval of Resolution 14-15, Authorizing the Execution of Quitclaim Deeds for Several Properties Outside City Limits Recorded in Error as Jointly Owned City/County Properties. (CAF 14-23) [See Notebook Tab 6]
- Resolution 14-15
- e) Consideration of Approval of Resolution 14-10-A, Approving an Amended Temporary Construction Easement Allowing Use of City Owned Parking Spaces by Variety Wholesalers, Inc. (CAF 14-19-A) [See Notebook Tab 7]
- Resolution 14-10-A
- f) Consideration of Approval of Resolution 14-06, Approving a Bid Award to Turner Murphy Co., Inc., of Rock Hill, South Carolina, in the Amount of \$1,397,594 for Improvements to the Sandy Creek Pump Station. (CAF 14-12) [See Notebook Tab 8]
- Resolution 14-06
- g) Consideration of Denial of Ordinance 13-60, Amending the Zoning Ordinance Section 408 Exempt Signs. (CAF 14-08) [See Notebook Tab 9]
- Ordinance 13-60
- h) Consideration of Approval of: 1) Resolution 14-07, Authorizing the Execution of Change Order #2 for the Henderson Water Reclamation Facility Project to Devere Construction Company, Inc., in the Amount of \$25,206, and 2) Ordinance 14-08, FY14 Budget Amendment #24, Amending the CIP Sewer Fund for Change Order #2 to the Water Reclamation Facility Renovation Project. (CAF 14-13) [See Notebook Tab 10]
- Resolution 14-07
 - Ordinance 14-08
- i) Consideration of Approval of Tax Releases and Refunds from Vance County for the Months of November and December 2013. (CAF 14-07) [See Notebook Tab 11]

X. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

³ **Citizen Comment Guidelines**

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

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

XII. REPORTS

- a)** Mayor/Mayor Pro-Tem
- b)** City Manager
- c)** City Attorney
- d)** City Clerk
 - i. Calendar Update *[See Notebook Tab 12]*
 - ii. Monthly Police Report

XIII. ADJOURNMENT

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

City Council Minutes - DRAFT

Regular Meeting

13 January 2014

PRESENT

Mayor James D. O'Geary, Presiding; and Council Members James C. Kearney, Sr., Michael C. Inscoc, D. Michael Rainey, Brenda Peace-Jenkins, Garry D. Daeke, Fearldine A. Simmons, and George M. Daye.

ABSENT

Council Member Sara M. Coffey

STAFF PRESENT

Assistant City Manager Frank Frazier, City Attorney John Zollicoffer, City Clerk Esther J. McCrackin, Finance Director Katherine C. Brafford, Police Chief Marcus Barrow, Code Compliance Director Corey Williams, Engineering Director Peter Sokalski, Henderson Water Reclamation Director Tom Spain and Planning and Community Development Director Erris Dunston. Also, several staff members from the Police Department attended in support of Police Chief Barrow.

(Clerk's Note: City Manager Griffin was unable to attend this meeting due to medical reasons)

CALL TO ORDER

The 13 January 2014 Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:01 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

OPENING COMMENTS

Mayor O'Geary extended a special welcome to everyone for this first meeting of 2014. He continued by saying citizens are always welcome and mentioned both Council Member Coffey and City Manager Griffin are unable to attend this meeting.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. City Clerk McCrackin advised there would be an additional Recognition of Retiree Ray Taylor. Mayor O'Geary asked for the pleasure of Council. Council Member Peace-Jenkins moved to accept the Agenda as adjusted. Motion seconded by Council Member Rainey and unanimously approved.

APPROVAL OF MINUTES

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Daeke moved the approval of the 9 December 2013 minutes as presented. Motion seconded by Council Member Daye and unanimously approved.

PRESENTATIONS AND RECOGNITIONS

Mayor O'Geary asked Retiree Patricia M. Jackson to come forward. The Mayor said it is always hard to see good employees leave and presented her with an engraved clock after reading a Resolution of Appreciation for her thirteen (13) years of service to the City of Henderson. The Mayor told Ms. Jackson she will be missed.

Next, Mayor O'Geary recognized Retiree Ray Taylor for his six (6) years of service with both a Resolution of Appreciation and an engraved clock. The Mayor wished Mr. Taylor well in his years of retirement and thanked him for being such a positive, hard-working employee. In addition, Assistant City Manager Frazier presented Mr. Taylor a blanket with the City logo.

Mayor O'Geary then recognized Marcus Barrow as the new Police Chief and asked Assistant City Manager Frazier to read a letter of congratulations (*See Attachment A*) from City Manager Griffin, who was unable to be present due to medical reasons.

(Clerk's Note: As there is no specific Police Chief Oath and since Marcus W. Barrow has already been sworn as an Officer of the Law, the State has confirmed that Marcus W. Barrow does not need to take a new Oath of office as the Henderson Police Chief.)

PUBLIC HEARING

Requiring Various Certificates and Permits Have the Same Legal Entity Name. (*Reference: CAF 14-04; Ordinance 14-03*)

Assistant City Manager Frazier asked Planning Director Erris Dunston to present this request. Ms. Dunston shared the Planning Board unanimously approved this recommendation at its 2

December 2013 meeting. This recommendation requires businesses operating within the City limits to use the same legal name on all required permits. She said this is not an effort to restrict or prohibit businesses.

Council Member Rainey applauded the effort to clean up the process and asked how it got to this point. Ms. Dunston said the problem mainly comes from small mom and pop establishments that have used the names of different employees to apply for various permits.

Council Member Kearney asked if duplicate payment of fees would be required to bring businesses into compliance. Council Member Inscoe asked about businesses DBA and how this affects businesses in strip malls. City Attorney Zollicoffer, Jr. said strip mall businesses are subleased and each individual business is responsible to obtain the required permits. Planning Director Dunston concurred.

Council Member Inscoe then asked about LLCs that have more than one partner. Attorney Zollicoffer, Jr. said only one name would be needed in the permitting process for both LLCs and partnerships.

Council Member Rainey confirmed the same name should be used throughout the process and asked how staff will follow-up so businesses stay in compliance. Ms. Dunston said the majority of changes occur in January and July and as businesses change names, they will be reviewed and brought into compliance.

Attorney Zollicoffer, Jr. added that if a business has a Special Use Permit, there would be no need to apply for another Special Use Permit when the business changes hands as long as it continues as the same type of business.

For clarification, Council Member Kearney asked if three necessary permits were issued to the same business under the name of James, Jim and J.C. would a new fee be required. Ms. Dunston responded no --- fees would be required if the names were James, Fred and Allison.

Council Member Simmons asked how this would affect the departmental workload. Ms. Dunston said she did not see it as a burden to the department. Although initially it could add to the workload it would ultimately make for a cleaner situation and make the one-stop permitting process more effective. Mayor O'Geary summarized saying it would make the workload easier once it is in place.

Attorney Zollicoffer, Jr. asked if a new fee would be required if there is a change in ownership name and some permits have already been obtained before coming to the Planning Department. Ms. Dunston said the process begins with the Planning Department.

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

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

Council Member Rainey moved the approval of Ordinance 14-03, *Requiring Various Certificates and Permits Have the Same Legal Entity Name*. Motion seconded by Council Member Daeke and APPROVED by the following vote: YES: Kearney, Inscoe, Rainey, Peace-Jenkins, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: Coffey. (See Ordinance Book 9, p 69)

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

Receiving the Comprehensive Annual Financial Report for FY Ending 30 June 2013. (Reference: CAF 14-01; Resolution 14-01)

Assistant City Manager Frazier said it is a pleasure to be bringing the completed audit to Council and thanked both Finance Director Kathy Brafford and her staff, along with Mr. Curtiss Averette and his staff. Ms. Brafford introduced Mr. Averette as Senior Partner of William L. Stark and Company. She thanked him and his staff saying there were very good to work with and very efficient and responsive. She then asked Mr. Averette to say a few words regarding the findings.

Mr. Averette began by saying the audit was submitted on time and the response time for approval was very short. He added there was no drama to report and the audit is "unqualified." He went on to mention issues last year with the water/sewer accounts receivable have been resolved. He said the original cost of the library was used as an estimate for when the library was returned to the City. Specifically, Mr. Averette brought attention to the Firemen's Retirement Relief Fund saying the City has a fiduciary responsibility to ensure quarterly board meetings and audits are held.

Council Member Inscoe inquired about the debt to revenue ratio and whether the City of Henderson is in line with other municipalities. After summarizing the outstanding debt for the Parks & Recreation facility, Police Station and with Vance County, Mr. Averette said he felt Henderson compares favorably with other municipalities of the same size. Mr. Averette felt the long term debt for the revenue bonds are manageable. He also shared that tax collection is down slightly but felt with the new State requirements regarding vehicle/property tax payments this should increase in coming years.

There were no further questions. Mayor O'Geary asked for the pleasure of Council.

Council Member Inscoe moved the approval of Resolution 14-01, *Receiving the Comprehensive Annual Financial Report for FY Ending 30 June 2013*. Motion seconded by Council Member Daeke and APPROVED by the following vote: YES: Inscoe, Rainey, Peace-Jenkins, Daeke, Simmons, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: Coffey. (See Resolution Book 3, p 267)

Council Member Inscoe recognized both the Finance Department and Mr. Averette's staff saying thank you to everyone involved.

Approving the Bid Award for the Henderson Police Department Training Center Repair Project to Highland Company of Eastern NC, LLC and Amending the Project Budget to Include Additional Repairs. (Reference: CAF 14-02; Resolution 14-03; Ordinance 14-01)

Assistant City Manager Frazier said both Police Chief Marcus Barrow and Engineering Director Peter Sokalski have worked on this project. Chief Barrow began by reminding Council that the shelter and contents at the training center were destroyed by fire (cause unknown) in March 2013. A claim was filed with the NC League of Municipalities and a check was received in the amount of \$29,678.24 in June 2013. Highland Company submitted a bid of \$29,700. Chief Barrow continued saying there is an unused well on the property which needs to be capped and sealed along with an old mobile unit training building, which was used back in the 1970's, that needs to be demolished. Highland Company submitted a bid of \$5,760 for these two projects and is willing to reduce the total bid to \$35,168.26 (\$29,700 + \$5,760 less \$700) if it is awarded all three projects. The additional funds necessary for these repairs would come from State Asset Forfeiture Funds. Chief Barrow ended by saying proper protocol was followed in the bidding process.

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

Council Member Rainey moved the approval of Resolution 14-03, *Approving the Bid Award for the Henderson Police Department Training Center Repair Project to Highland Company of Eastern NC, LLC and Ordinance 14-01, FY14 BA #22, Amending the Project Budget to Include Additional Repairs*. Motion seconded by Council Member Kearney and APPROVED by the following vote: YES: Inscoe, Rainey, Peace-Jenkins, Daeke, Simmons, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: Coffey. (See Resolution Book 3, p 271; Ordinance Book 9, p 65)

Authorizing an Agreement Between the Embassy Cultural Center Foundation and the City of Henderson for the Use of City Owned Parking Lot and Approving Terms of a Temporary Construction Easement Allowing Use of City Owned Parking Spaces by Variety Wholesalers, Inc.. (Reference: CAF 14-19; Resolution 14-10)

Assistant City Manager Frazier asked City Attorney Zollicoffer, Jr., to review this item for Council and said Mr. John Wester, representing the Embassy Cultural Center Foundation is present. Attorney Zollicoffer, Jr., distributed a map showing the streets surrounding the Library and parking areas. He explained during the construction process, the Embassy Foundation has requested a temporary easement from Variety Wholesaler's to use its portion of the parking area

for easier access and storage of construction materials/equipment. Attorney Zollicoffer, Jr. said Variety Wholesalers' employees need parking and a portion of this resolution would allow those employees to park at the City's easternmost section of Winder and Chestnut streets during the construction period. This temporary easement will be in force until 1 June 2015 or until the completion of the Embassy Arts Center, whichever comes first.

The second portion of this request is for the Embassy Cultural Center Foundation to temporarily lease the City's parking lot at the corner of South Chestnut and Breckinridge streets so parking will be available for library patrons and also for patrons attending events at the Performing Arts Center. The Foundation has agreed to grade, pave with asphalt and landscape this lot at no cost to the City which ultimately improves the City's parking lot and expands parking space in the area. The Attorney emphasized one is an easement and one is a lease.

The Mayor asked Mr. John Wester if he had anything to add. Mr. Wester handed the City Clerk a Resolution of the Board of Trustees of Perry Memorial Library which is incorporated by reference and hereby made part of these minutes (*Attachment B*). He added eleven (11) spaces currently held by Variety Wholesalers on Winder Street will be utilized by Library staff.

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

Council Member Peace-Jenkins moved the approval of Resolution 14-10, *Authorizing an Agreement Between the Embassy Cultural Center Foundation and the City of Henderson for the Use of city Owned Parking Lot and Approving Terms of a Temporary Construction Easement Allowing Use of City Owned Parking Spaces by Variety Wholesalers, Inc..* Motion seconded by Council Member Daye and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Simmons, Daye, Kearney and Inscoe. NO: None. ABSTAIN: None. ABSENT: Coffey. (*See Resolution Book 3, p 285*)

Providing for the Disposition of Jointly Held Property by the City and County Otherwise Identified as 514 High Street Tax Parcel #0008 01033. (*Reference: CAF 14-11; Resolution 14-05*)

Assistant City Manager Frazier said Vance County has an interested buyer in the property and as has been done in the past, the City has released its portion of the property to the County for sale. City Attorney Zollicoffer, Jr. added when the City deeds the property to the County, a portion of the sale proceeds are returned to the City.

Council Member Inscoe asked if there would be any lien recovery. Attorney Zollicoffer, Jr. said he would amend the deed to reflect this request.

Council Member Daeke asked if the City has any say in how and to whom the property is sold. He expressed concern that the property would be sold to someone owing back taxes on other property. Attorney Zollicoffer, Jr. said he did not believe the City could prohibit the sale for that reason; however, he did think it might be possible to place a stipulation with the County that the property could not be sold for specific use.

Council Member Inscoe added if structures on the property have been vacant for any length of time, they would now be subject to North Carolina Building Code standards.

Council Member Kearney mentioned the sale price will not cover all back taxes and liens.

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

Council Member Kearney moved the approval of Resolution 14-05, *Providing for the Disposition of Jointly Held Property by the City and County Otherwise Identified as 514 High Street Tax Parcel #0008 01033*. Motion seconded by Council Member Peace-Jenkins and APPROVED by the following vote: YES: Peace-Jenkins, Simmons, Daye, Kearney, Inscoe and Rainey. NO: Daeke. ABSTAIN: None. ABSENT: Coffey. (See Resolution Book 3, p 275)

Amending the Water Fund to Use Contingency Funds to Appropriate Additional Legal Fees Within the Water Distribution Department. (Reference: CAF 14-16; Ordinance 14-09)

Assistant City Manager Frazier said additional funds are needed to cover the anticipated costs of legal services incurred as a result of the lawsuit involving the City of Oxford's claim regarding the Granville County Water Sales Agreement.

Council Member Daeke inquired as to how much has been spent to date on this suit. Attorney Zollicoffer, Jr. said Granville County is picking up the bulk of the cost; however, he has been involved more in recent months. The total amount being transferred with this action is \$5,000.

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

Council Member Rainey moved the approval of Ordinance 14-09, *Amending the Water Fund to Use Contingency Funds to Appropriate Additional Legal Fees Within the Water Distribution Department*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Daeke, Simmons, Daye, Kearney, Inscoe, Rainey and Peace-Jenkins. NO: None. ABSTAIN: None. ABSENT: Coffey. (See, Ordinance Book 9, p 283)

CONSENT AGENDA

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

- a) **Transfer of Contingency Funds to Engineering in the CIP Regional IBT Project.** (Reference: CAF 14-05; Ordinance 14-04) This action simply moves funds from Contingency to the proper line item so current bills incurred can be paid. (See Ordinance Book 9, p. 273)
- b) **Awarding of Departmental Handgun and Badge to Retiree Lieutenant Marshall Perry.** (Reference: CAF 14-14; Resolution 14-08) This action will award Lt. Perry his departmental badge and service side arm per NCGS 20-187. As has been done with previous retirees Lt. Perry will be allowed to purchase his side arm at the said price of \$1.00. (See Resolution Book 3, p 281)

c) Tax Releases and Refunds from Vance County for the Month of November 2013.
(Reference: CAF 14-07) (Removed from Consent Agenda – see below)

Mayor O'Geary asked if anyone wished to remove an item from the Consent Agenda.

Council Member Daeke felt there was an error under November 2013 Real and Personal Property and asked that the *Tax Releases and Refunds from Vance County for the Months of November and December 2013* be removed from the Consent Agenda.

Mayor O'Geary then asked for a motion to approve the Consent Agenda as adjusted.

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

Tax Releases and Refunds from Vance County for the Month of November 2013. The releases and refunds below have been found to be in order and are recommended for approval. (Reference: CAF 14-07)

Council Member Daeke asked for clarification regarding the total shown under November 2013 Real and Personal Property. Finance Director said she would have to review the number and bring this back to Council.

Mayor O'Geary asked if this was acceptable to Council and called for a consensus as follows for bringing this back to Council at the next meeting: YES: Kearney, Inscoe, Rainey, Peace-Jenkins, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: Coffey.

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

City Clerk McCrackin advised one citizen had called earlier and asked to address Council; however, that individual is not present this evening.

REPORTS

a) Mayor/Mayor Pro-Tem (No Report)

b) City Manager/Assistant City Manager

- i. Mr. Frazier referred to the Library Audit and said if there are any questions he would be happy to attempt to reply.
- ii. Mr. Frazier mentioned loose leaf pick-up ends on Wednesday. He said he is proud of the crew for doing such an excellent job.

Council Member Rainey asked about the policy for blowing leaves into City streets and relayed a situation with a landscaping company doing this. Mr. Frazier said it is an ongoing battle. He suggested compiling a list of landscapers in the area and sending a letter explaining blowing leaves/debris into City streets is unacceptable.

c) City Attorney (No Report)

d) City Clerk - Ms. McCrackin reminded Council to register for the Chamber Banquet and also the due date of the questionnaire for the Strategic Planning Retreat.

Council Member Kearney gave a brief Economic Development report beginning with asking Mr. Frazier if the City has any applications going to the new Rural Partnership. Mr. Frazier responded there is a water application and a CDBG application in the works and is waiting for the State to open the submission date in mid-February. Mr. Kearney said the application form has been approved today and was glad to hear that the applications are being prepared. He also mentioned that Triangle North is in the process of obtaining professional marketing assistance.

At this time, the Mayor recognized **Ms. Henrietta Clark** who wished to address Council. Ms. Clark expressed concern regarding what she called a dangerous situation at Graham Avenue and Beckford Drive at Dabney Drive. Mr. Frazier explained this is a State intersection and although the State has been contacted numerous times previous to this and has denied making changes, he would certainly contact the State again. She also asked if anything could be done regarding traffic and pedestrians on Chestnut Street when churches let out. Mr. Frazier said a portion of Chestnut Street belongs to the State but again, he would look into this situation. Council Member Inscoe suggested portable signs indicating pedestrians crossing might be one resolution.

Council Member Simmons asked if anything can be done regarding traffic on County Home Road when Henderson Collegiate releases students at the end of the day. She said there is poor lighting and no signs indicating a school in the area.

Mr. Frazier said he would look into this and will report back to Council on all three situations.

WORK SESSION

Authorizing the Execution of Change Order #2 for the Henderson Water Reclamation Facility Project to Devere Construction Company, Inc., in the Amount of \$33,080 Subject to Final Pricing, and Ordinance 14-08, Amending the FY14 Budget to Authorize the Use of the Contingency Funds to the Henderson Water Reclamation Facility Project for Change Order #2. (Reference: CAF 14-13, Resolution 14-07, Ordinance 14-08)

Assistant City Manager Frazier said this is something that will be finalized and brought before Council at the next meeting but felt it was important for Council to know about now. He then asked Henderson Water Reclamation Director Tom Spain to come forward. Mr. Spain reviewed several issues that have caused the change in the budget. He mentioned an unplanned termite inspection, structural changes, additional rebar needed along with possible credits for concrete shrinkage. In summary, he said costs have not been finalized but overall, for a project this size,

he considered this change order to be very economical. Mr. Frazier closed by saying final numbers are expected to be available for Council's consideration at the next meeting.

There were no questions and it was the consensus of Council that this item will be moved for consideration at the next meeting as follows: YES: Kearney, Inscoe, Rainey, Peace-Jenkins, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: Coffey.

Council Member Kearney asked what would happen to the excess dirt on the job site. Mr. Spain said he thought it would be re-spread throughout the site.

Council Member Peace-Jenkins asked for follow-up on her request regarding waiving permit fees for 501Cs. Assistant City Manager Frazier said the City Manager is working on this and a report should be forthcoming.

Mayor O'Geary asked if there was anything further that needed consideration or if Council was prepared to adjourn.

ADJOURNMENT

Council Member Rainey moved for adjournment. Motion seconded by Council Member Daye and unanimously approved. The meeting adjourned at 7:48 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin
City Clerk

Attachment A

Office of the City Manager

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

Phone 252.430.5701 : Fax 252.492.7935 : E-mail rgriffin@ci.henderson.nc.us

www.ci.henderson.nc.us

8 January 2014

TO: Mayor O'Geary and Members of City Council
City Clerk McCrackin
Police Chief Barrow

FR: Ray Griffin, City Manager

RE: Introduction of New Police Chief

Ladies and Gentlemen:

I am pleased to formally present to you this evening the City's new Police Chief, Marcus W. Barrow. As noted to you prior to Christmas, Chief Barrow is a long-term employee with progressive advancement in the Department. He most recently served as the City's Interim Police Chief subsequent to Chief Sidwell's retirement.

Chief Barrow has distinguished himself and brought honor to the Department during his tenure. To his credit, he took the opportunity to be a proactive and fully acting Interim Chief rather than being a Gatekeeper Chief. I am most grateful for this because his willingness to step-to-the-plate has served the community and Department well.

Chief Barrow also distinguished himself in a very competitive Police Chief recruitment, selection, assessment and appointment process. In short, he rose-to-the-top and proved he was the best candidate and best choice for Chief of Police. I am very proud and most delighted to have Marcus serve as Henderson's new Police Chief and wish him much success. He has my full confidence and support, and I look forward to working with him.

I would also like to thank Ms. Becky Veazey and Ms. Vee Willis of The Maps Group for their superb management of the Police Chief recruitment and selection processes, including the Assessment Center. Additionally, I would like to sincerely thank the eight (8) professionals representing local government, police chief and human resources management professions and the five (5) local citizens for their time and yeoman efforts assisting the City with the Assessment Center. Finally, I would like to thank Mayor O'Geary and Councilmember Daye for representing City Council in the Assessment Center process.

I was most impressed with all of the Assessment Center assessors. They provided me with value-added insights about each of the finalists and helped keep focus on the attributes, or key

dimensions, the City Council, community, police department employees and I felt were most important for the new police chief. The key dimensions were: 1) Professional Knowledge; 2) Planning, Decision-Making and Problem-Solving; 3) Community Relations; 4) Work Perspective; 5) Leadership; 6) Staff Development; and 7) Interpersonal Communications.

I would be remiss to not acknowledge and thank retired Police Chief Keith Sidwell for his commitment to training and developing the Department's police officers and command staff. Because of his strong focus on training and development of departmental personnel, as well as preparing staff for succession planning, the Henderson Police Department did not miss-a-beat in serving the citizens of Henderson and staying focused on its mission to serve and protect during the interim period. How wonderful this is, and I offer my most sincere thanks to the men and women of the Henderson Police Department for a job well done!

I sincerely regret I cannot be in attendance this evening due to being on medical leave. However, tonight is Council's first meeting since the appointment of Chief Barrow and it is important he be officially introduced and recognized as our new Chief.

Ladies and gentlemen, please officially and warmly welcome Marcus W. Barrow, Henderson's Police Chief.



Perry Memorial Library

RESOLUTION OF THE BOARD OF TRUSTEES
OF PERRY MEMORIAL LIBRARY

The Board of Trustees of Perry Memorial Library acknowledges that the upcoming construction will necessitate changes in parking for both staff and patrons. The Staff of The Perry Library will occupy spaces currently reserved by Variety Wholesale and Variety Wholesale will occupy the lot currently utilized by Library Staff and Patrons. The Library will promote the usage of the City of Henderson lot as Patron Parking.

It is our understanding that the changes will begin January 22, 2014. We look forward to being a part of the new cultural center.

Date: January 13, 2014

Signature: Cynthia Walker
Cynthia Walker, Chair

205 Breckenridge St. | Henderson, NC 27536 | phone 252-438-3316 | fax 252-438-3744 | www.perrylibrary.org

City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Short Reg. Meeting

21 January 2014

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

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

RE: CAF: 14-18

Consideration of Approval of Ordinance 14-11, Amending the Zoning Map for a 0.43 acre Tract Located off Wilbur Street from I2 (Industrial non-park zoning district) to B4 (Neighborhood Commercial Zoning District) Vance County Tax Map 0083, Block 02, and Lot 002

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- **KSO 3:** Revise and align land use and sign ordinance

Recommendation:

- Approval of Ordinance 14-11, Amending the Zoning Map for a 0.43 acre tract located off Wilbur Street from I2 (industrial non-park zoning district) to B4 (neighborhood commercial zoning district) Vance County Tax Map 0083, Block 02, and Lot 002

Executive Summary:

This is a rezoning request by the property developer, Eastern Pride, Inc. The request is to rezone 0.43 acre from I2 to B4 and will be combined with an adjacent B4 tract for a new commercial development. The property is located between Wilbur and Orville streets, adjacent to other B4 zoned tracts of land. The requested property was formerly used for warehousing. The B4 zoning district provides commercial opportunities that are beneficial to the neighborhood. There are other properties located in this area under the same ownership that may be a part of future rezonings.

The Planning Board unanimously approved this recommendation during its January 6, 2014 regular meeting.

Enclosures:

1. Ordinance 14-11
2. Planning Board Minutes
3. Aerial Map

CAF 14-18: 27 January 2014 Council Meeting: Public Hearing

Page 1 of 5

ORDINANCE 14-11

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

AN ORDINANCE REZONING A 0.43+/- ACRE TRACT LOCATED OFF WILBUR STREET FROM I2 (INDUSTRIAL NON-PARK ZONING DISTRICT) TO B4 (NEIGHBORHOOD COMMERCIAL ZONING DISTRICT).

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

Section 1: That the official zoning map of the City of Henderson (incorporated by reference in City Code) is hereby amended by rezoning 0.43 acres, more or less, located off Wilbur Street (being Vance County Tax Map 0083, Block 02, & Lot 002) from I2 to B4.

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

The foregoing Ordinance 14-11, 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 _____, 2014: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 4**, p. **.*

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing Ordinance is a true and exact copy of *Ordinance 14-11*, An Ordinance Rezoning a 0.43+/- acre tract located off Wilbur Street from I2 to B4 Zoning District, adopted by the Henderson, City Council in Regular Session on ** ** 20** (*See Minute Book 4**, p. **). This Ordinance is recorded in *Ordinance Book # 8*, pp. **.

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

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



City of Henderson

Planning and Community Development Department

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

Phone: (252) 430-5723

FAX: (252) 492-7935

RECOMMENDATIONS FROM THE January 6, 2014 PLANNING BOARD MEETING

Recommendation to rezone property from I2 (Industrial) to B4 (Neighborhood Commercial) Zoning District located off Wilbur Street, 0.43+/- acres, (PIN # 0083 02002)

The above recommendation went before the Planning Board on January 6, 2014. The item was introduced by Zoning Administrator Sherry Moss. Moss reviewed items of the agenda packet. The public hearing was opened. No one was present to speak in opposition of the public hearing. Marie Peedin (Pamlico Engineering Services) was present, representing Eastern Pride Inc., to speak on behalf of the public hearing. Peedin addressed the board that the 0.43 acre portion is proposed to be rezoned while the remaining portion (1.17 acres) will be back at the next meeting to be rezoned. The entire warehouse is to be torn down and the total of 2.7 acres will be recombined. The I2 Zoning District is allowed for Industrial, while the B4 Zoning District is allowed for Commercial/Retail. Ruth Brummitt (owner) stated she also owns the warehouses across the street on Wilbur Street and is in favor of the rezoning. The public hearing was closed.

Motioned by Board Member Jimmie Ayscue to approve the recommendation to rezone property from I2 to B4; Second by Board Member Ricky Easter, following a unanimous vote of 8-0;
AYES: D. Rainey, H. Bullock, M. Anduze, A. Henderson, J. Ayscue, C. Douglas, P. Walters, and R. Easter; **NOES:** None; **ABSENT:** None.



City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Short Reg. Meeting

17 January 2014

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

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

RE: CAF: 14-20

Consideration of Approval of Resolution 14-12, Approving an Application to the North Carolina Governor's Highway Safety Program in the Amount of \$12,000 for NC Governor's Highway Safety Program Grant to fund Police Vehicle Equipment.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 2: To Reduce Crime and Provide for a Safe Community, *and*
- KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities.

Recommendation:

- Approval of Resolution 14-12, Approving an Application to the North Carolina Governor's Highway Safety Program in the Amount of \$12,000 for NC Governor's Highway Safety Program Grant to fund Police Vehicle Equipment.

Executive Summary

Chief Barrow requests the Council's review and approval of an application to the NC Governor's Highway Safety Program to purchase four (4) In-Car Mobile Video Camera Systems for the use of the Henderson Police Department.

The grant would reimburse the City 50% of the cost of the requested equipment, with the department's portion being a 50% cash grant match, provided through Federal Asset Forfeiture Funds.

The total amount of funding requested is \$12,000 and the Grant Match Funding would be \$12,000. The total project funding would be \$24,000

All Governor's Highway Safety Program applications are due for electronic submission to the NC Governor's Highway Safety Commission on 15 February 2014. The anticipated notification date if the grant is approved is 1 July 2014. The grant terms would be the same as the City's Budget Year for 2014-2015: July 1, 2014 to June 30, 2015.

Approval of this submission of the application does not bind the Council to accept the grant. Should the grant be awarded, a Resolution to accept it and a Budget Ordinance establishing the grant project will be brought to Council for consideration and approval.

Enclosures:

1. Resolution 14-12
2. "Internal Process to Decide Whether Grant Application is Appropriate"

RESOLUTION 14-12

APPROVING AN APPLICATION TO THE NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM FOR GRANT FUNDING FOR TRAFFIC SAFETY EQUIPMENT

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 2:** To Reduce Crime and Provide for a Safe Community, and **KSO 8:** To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities; *and*

WHEREAS, the Henderson Police Department has partnered with the NC Governor's Highway Safety Commission in the past and has successfully applied for and received grant funding for equipment; *and*

WHEREAS, the grant for which the Police Department is applying would provide \$12,000 in funding with a local match of \$12,000; *and*

WHEREAS, should funding be awarded, Council will be requested to accept the grant.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the submission of a grant application to the NC Governor's Highway Safety Program, being more fully articulated in **Attachment A** to this Resolution, in the amount of \$12,000.

The foregoing Resolution 14-12, introduced by Council Member _____ and seconded by Council Member _____ on this the ***th day of _____, 2014 and having been Submitted to a roll call vote, was approved by the following votes: YES: . NO: . ABSTAIN: . NO: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

Approved to Legal Form:

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

GHSP-01

North Carolina Governor's Highway Safety Program
Traffic Safety Project Contract – Form GHSP-01

SECTION A – GENERAL INFORMATION

1. Name of Applicant Agency HENDERSON POLICE DEPT	4. Name of Project Contact Person for Agency Perry Twisdale
2. Mailing Address of Applicant Agency 200 BRECKENRIDGE STREET HENDERSON, NC 27536	5. Telephone Number of Contact Person * +1 (252) 431-6057
	6. Cellphone or Alternate No +1 (828) 438-7311
3. Physical Location of Agency * 200 Breckenridge Street, Henderson NC 27536	7. Email Address of Contact Person * ptwisdale@hendersonncpd.org
8. Federal Tax ID Number / Type of Agency Federal Tax ID Number: *56-6001241 DUNS No : 082368556 County: * VANCE COUNTY Type of Agency ☐ State ☐ Non-Profit ☐ County ☐ Higher Education ☒ Municipality ☐ Hospital	9. Type of Application * ☒ Initial ☐ Continuation Year: ☒ 1 ☐ 2 ☐ 3+
	10. Funding Share * Federal % 50.00 Local % 50.00
11. Project Title (Optional): Henderson Police Department DWI Enforcement Program	
12. Budget	Total Project Amount
	Source of Funds
	Federal Amount State/Local Amount
Personnel Costs	
Contractual Services	
Commodities Costs	
Other Direct Costs	\$24,000.00 \$12,000.00 \$12,000.00
Indirect Costs	
Total Project Costs	\$24,000.00 \$12,000.00 \$12,000.00
13. Specify How Non-Federal Share Will Be Provided: Either matching funds from Federal Asset Forfeiture or State Drug Funds	

Project Number: CFDA#: 20.
Work Type:

SECTION B – BUDGET DETAIL
Personnel Costs

#	Personnel Position	Salary
1		
2		
3		
4		
5		
6		
7		
8		

Version 1.0

Page 1 of 4

9
10

Total Salaries Cost:

Personnel Fringe Benefits

Cost

1
2
3
4
5
6
7
8
9
10

Total Fringe Benefits Cost:

Total Personnel Costs:

Contractual Services

Contractual Service To Be Provided

Cost

1
2
3
4
5
6
7
8
9
10
11

Total Contractual Services:

Commodities Costs

Commodities

Cost

1
2
3
4
5
6
7
8
9
10
11

12

Total Commodities Cost:

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1	In-Car Video System-Includes installation and shipping	4	\$6,000.00	\$24,000.00
2				
3				
4				
5				
6				
7				
8				

Total Equipment Cost \$24,000.00

Other Items and Equipment Direct Cost

Cost

1				
2				
3				
4				
5				
6				
7				
8				

Total Other Items and Equipment Direct Cost:

Travel

Cost

1	In-State Travel			
2	Out-of-State Travel			

Total Travel Cost:

Total Other Direct Costs: \$24,000.00

Indirect Costs

Indirect Costs

Cost

1				
2				
3				
4				

Total Indirect Costs

SECTION C – NARRATIVE DESCRIPTION OF THE PROJECT

Statement of Problem

The Henderson Police Department has patrol vehicles working areas of traffic and DWI enforcement with either old, obsolete in-car cameras, cameras that do not function or no camera systems installed at all. This affects our ability to provide evidence.

As part of this application, GHSP requires all law enforcement agencies to enter traffic enforcement citation data for the past three years

Year 2011	Seat Belt Citations	144	DWI Citations	7	Speed Citations	803	CPS Citations	109
Year 2012	Seat Belt Citations	218	DWI Citations	48	Speed Citations	482	CPS Citations	30
Year 2013	Seat Belt Citations	198	DWI Citations	77	Speed Citations	499	CPS Citations	46

Proposed Solution

Goal #1: Increase the number of reliable In-Car Cameras installed in HPD marked patrol vehicles.

Objectives: Obtain grant funding and purchase four (4) in-car camera systems and install them in four (4) Henderson Police Department marked patrol vehicles.

Goal #2: Increase the number of DWI charges made by HPD Officers

Objectives: Increase the number of DWI charges made by HPD officers over the average amount from the last three (3) calendar years.

Goal #3: Increase the use of in-car camera data in DWI charges.

Objectives: Retain evidence on DWI stops at a 20% higher rate than retained in calendar year 2013.

Outlined below are the goals of the Governor's Highway Safety Program. Please identify which goal matches that of your highway safety project.

- ☒ The GHSP's goal is to reduce traffic-related fatalities by 25 percent from the 2005-2009 average of 1,505 to 1,129 by 2015.
- ☒ The GHSP's goal is to reduce alcohol-related fatalities by 35 percent from the 2005-2009 average of 445 to 289 by 2015.
- ☐ The GHSP's goal is to reduce unrestrained fatalities by 30 percent from the 2005-2009 average of 486 to 340 by 2015.
- ☒ The GHSP's goal is to reduce speed-related fatalities by 25 percent from the 2005-2009 average of 543 to 407 by 2015.
- ☒ The GHSP's goal is to reduce motorcycle fatalities by 25 percent from the 2005-2009 average of 166 to 124 by 2015.
- ☒ The GHSP's goal is to reduce teen driver fatalities by 30 percent from the 2005-2009 average of 255 to 179 by 2015.
- ☐ The GHSP's goal is to increase seat belt usage rate 2.5 percentage points to 92 percent by 2015.

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives listed in the narrative above. Tasks that extend beyond one quarter should specify the elements of the task that are to be performed for the specific quarters.

First Quarter (October, November, December)

Provide GHSP with the documentation showing acceptance of the grant conditions by the Henderson City Council. Get quotes on four (4) In-car Video Camera systems compatible with our current in-office system image collection system and submit purchase requests.

Second Quarter (January, February, March)

Install in-car video cameras in four (4) HPD marked Patrol vehicles assigned to areas where traffic enforcement is most frequent. Begin collecting data on the number of image files retained as evidence from DWI related stops.

Third Quarter (April, May, June)

Continue to collect data regarding DWI enforcement and in-car camera use.

Fourth Quarter (July, August, September)

Continue to collect data regarding DWI enforcement and in-car camera use and provide results to the NCGHSP. Cameras will continue being used in marked Patrol vehicles following the end of the grant period.

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

CITY OF HENDERSON

INTERNAL PROCESS TO DECIDE WHETHER GRANT APPLICATION IS APPROPRIATE

Department: Police **Staff Contact:** Captain P.L. Twisdale

Funding Source: NC Governor's Highway Safety Program 2014-2015

Grant/Project Name: Henderson Police Department Highway Safety Initiative II

Date Application Due: 02/15/2014 *(The online application has been saved and can be submitted online.)*

Brief Project Summary:

This grant is an effort to obtain grant monies that would fund the following equipment to be used by the Police Department for traffic enforcement, major motor vehicle crash investigations, crime scenes and Crime Prevention through Directed Traffic Enforcement operations:

Four (4) WatchGuard In-Car Video Camera Systems

Maximum amount available from Funding Source: There is a maximum amount of \$60,000

Anticipated Award Notification Date: 07/01/2014

Anticipated Grant Term: Start Date: 10/01/2014
Finish Date: 09/30/2015

Amount to be requested: The total project request is \$24,000. Of this amount \$12,000 is being requested in federal Highway Traffic Safety Funds. \$12,000 in local match funds is anticipated to be funded through local Federal Asset Forfeiture funds.

Does the amount of the match requirement or other grant requirements necessitate City Council approval prior to the award? X Yes No

As with the 2013 NCGHSP grant this grant, if accepted, would require an official acceptance of the grant conditions by the City Council. As the grant would be in effect for Fiscal Year 2014-2015 we would budget the amount specified as a match in the department's 2014-2015 Budget request.

Eligible types of match: Cash. We anticipate to budget a 50% cash match.

CAF 14-20: 27 January 2014 Council Meeting

If the match is cash, where will the match come from?

We anticipate requesting the cash match for this grant (\$12,000) from the Asset Forfeiture funds account.

Is this project a cash award or X reimbursement (or drawdown)?

This project is a reimbursement account and would require a project budget and account. Reimbursements are made after the equipment is purchased.

If this is a reimbursement grant, will funds be available? Yes.

Is this project included in:

Departmental Budget	No
Capital Improvements Plan	Yes

Due to the date of notification of the availability of this grant and the time frame for submission of the 2014-2015 Henderson Police Department Budget the amount for the Grant Match has not yet been included in the Department's Budget for FY 2013-2014.

Grant funds will be used for the following:

Four (4) WatchGuard In-Car Video Systems

How will the program be funded after the grant expires?

There will be no recurring cost for this program (other than minor equipment repairs). We anticipate using this equipment as part of the overall strategy of Crime Prevention through Directed Traffic Enforcement

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

The grant application is requesting the full amount for this project.

Some additional questions to consider:

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

No. This request is being made under Law Enforcement Funding and other City departments are not eligible.

Are any other departments within the City of Henderson willing to collaborate on this project?

We will continue to work with our City Partners in the Community Revitalization Initiative to direct our use of equipment but the grant is for law enforcement use only.

Will this project duplicate or compete with another service or program provided by the City of Henderson or other local agency?

No. As the primary law enforcement agency for the City of Henderson, our enforcement services are not duplicated or competitive with other agencies in this area.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Short Reg. Meeting

21 January 2014

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

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

RE: CAF: 14-21

Consideration of Approval of Resolution 14-13, Authorizing a Grant Application to the NC Governor's Crime Commission Program for the Purchase of Mobile Data Terminal Computers and VIPER Interoperability Radio System Radios

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 2: To Reduce Crime and Provide for a Safe Community, *and*
- KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities.

Recommendation:

- Approval of Resolution 14-13, Authorizing a Grant Application to the NC Governor's Crime Commission Program for the Purchase of Mobile Data Terminal Computers and VIPER Interoperability Radio System Radios.

Executive Summary

Chief Barrow has requested the Council's review and approval of an application to the NC Governor's Crime Commission Program to provide funds for updated Mobile Data Terminal Computers and VIPER Interoperability Radio System compatible radios for the use of the Henderson Police Department.

If awarded, the grant will reimburse the City 75% of the cost to purchase eight (8) new Mobile Data Terminal computers and four (4) new VIPER compatible radios to be installed in marked police patrol vehicles. Total Grant Funds to be requested is \$31,876 with a City match of \$7,969, provided through Federal Asset Forfeiture Funds.

The grant application is due for electronic submission to the NC Governor's Crime Commission by 30 January 2014. The anticipated notification date if the grant is accepted is 07/01/2014. The grant term would be the same as the City's Budget Year for 2014-2015: July 1, 2014 to June 30, 2015.

Approval of this submission of the application does not bind the Council to accept the grant. Should the grant be awarded, a Resolution to accept it and a Budget Ordinance establishing the grant project will be brought to Council for consideration and approval.

Enclosures:

1. Resolution 14-13
2. Internal Process Regarding Grants

RESOLUTION 14-13

A RESOLUTION AUTHORIZING THE APPLICATION FOR GRANT FUNDING FROM THE NC GOVERNOR'S CRIME COMMISSION

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 two of the Key Strategic Objectives as follows:

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

KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities; *and*

WHEREAS, the Henderson Police Department seeks to make improvements to the department's available equipment with which to conduct enforcement activities more effectively and safely; *and*

WHEREAS, the Henderson Police Department has partnered with the NC Governor's Crime Commission in the past and has successfully applied for and received grant funding for overtime for law enforcement equipment in the past, *and*

WHEREAS, the Henderson Police Department seeks to obtain new, interoperable Mobile Data Terminals and VIPER Radio units for Police Vehicles, *and*

WHEREAS, the NC Governor's Crime Commission has announced that funding applications be submitted to their program for consideration.

NOW THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the submission of a grant application to the NC Governors Crime Commission, being more fully articulated in **Attachment A** to this Resolution, in the amount of \$31,876 (with a local grant match of \$7,969).

The foregoing Resolution 14-13, 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 ____th day of _____, 2014: YES: . NO .

ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

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

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



Governor's Crime Commission
1201 Front Street, Suite 200
Raleigh, NC 27609
Phone: (919) 733-4564 Fax: (919) 733-4525

(Official GCC Use Only)

Grant Application

Project Number: PROJ010197

Application Review

Before your application can be submitted to GCC, the following personnel must approve the application:

Project Role	Name	Review Status
Financial Officer	Kathy Bradford	Not Reviewed
Authorizing Official	Ray Griffin	Not Reviewed
Project Director	Penny L. Twissale	Not Reviewed

Application is complete. Send Review Request to Financial Officer

[View My Projects](#)

Project Review Comment History

Date	Comment By	Review Comment
------	------------	----------------

Name of Project: Henderson Police VIPER/MDT Update Committee Assignment: CRIMINAL JUSTICE SYSTEMS IMPROVEMENT	
Organization Contacts and Personnel Information	
Application Organization Information Organization Name: City of Henderson Billing Address: 134 Rose Avenue P.O. Box 1434 City: Henderson State: North Carolina Zip Code: 27536-0748 Phone: (252) 434-0600 DUNS Number: 83288556 OCR Registration: Yes Federal Tax ID: 58-001241 Fiscal Year End Date: 06/30	Implementing Agency Information Implementing Agency Name: City of Henderson Address: 180 South Beckford Drive Address 2: City: Henderson State: North Carolina ZIP Code: 27536 Phone: (252) 434-0600 Fax: (252) 438-7511 For Law Enforcement Agencies # of Sworn Officers: 51
Authorizing Official: Ray Griffin <i>If the applicant agency is a non-profit, the Authorizing Official must be the Board Chair, Sheriff, Police Chief, and Executive Directors can not be Authorizing Officials.</i> Financial Officer: Kathy Bradford <i>If the applicant agency is a non-profit, the Financial Officer must be the Board Treasurer.</i> Project Director: Penny L. Twissale	
General Information	
Program Priority: 2014 Statewide Infrastructure and Technology Improvement (LOCAL AGENCIES) 05 Congressional Districts: 04, 02 N.C. House Districts: 27, 32 N.C. Senate Districts: 11, 24	Project Start Date: 7/1/2014 Project End Date: 6/30/2015 Population of Project Area: 17000 Project Counties: Wayne
Project Summary: The Henderson Police Department will purchase four (4) VIPER compatible mobile radios and eight (8) in-car Mobile Data Terminal computers to update vehicles with no or obsolete equipment. Principal Place of Performance: The primary site where the work is performed City: Henderson ZIP Code: 27536-0212	
Abstract and Narrative Project Abstract (The Problem): Briefly describe the project's purpose, identify target population, and discuss program components which address the identified problem. Include local statistics to substantiate the need. The Henderson Police Department currently has four (4) fleet vehicles that are not equipped with VIPER compatible mobile radios due to budget shortfalls. The agency also has eight (8)	

<https://gems.nccrimecontrol.org/myprojects/gccApplication/Pages/gccApplicationReview...> 1/22/2014

older in-car Mobile Data Terminal Computers and docking stations used by officers to access CLEADS, INCAWARE and GCI that require replacement due to age or hardware problems.

Project Narrative (Operation): Include a description of how grant funded positions are integral to the project and how contractual, travel, operating, and equipment expenses will support the project. Discuss how you will collaborate with other agencies. Focus on the project – do not give agency history, do not repeat abstract.

There are no funded positions, contractual or operating expenses in this grant. The Henderson Police Department does not have the funding from the City of Henderson's General Fund budget to purchase the VIPER mobile radios needed for four (4) vehicles currently used in our fleet. Officers are currently using portable VIPER radios on these vehicles but Henderson's geographic location in relation to VIPER towers requires that officers have access to mobile radios when possible for better communication and officer safety. We do not anticipate that the department will be able to receive funding in the next fiscal year (2014-2015) to replace the eight (8) in-car Mobile Data Terminal computers and docking stations needed to maintain MDT contact for all sworn officers in our marked Patrol vehicle fleet. Currently we have two (2) mobile data terminals needing replacement that are not repairable and four (4) needing updating to better access INCAWARE, CLEADS and GCI (where certified). Funding for this equipment will allow officers to better operate and with safer access to information.

Project Timeline of Activities:

July 2014 - Grant period starts. August 2014 - Computers, docking ports and VIPER radios are purchased and installed in agency vehicles. December 2014 - A comparative study is made regarding the use, reliability and quality of the new systems. June 2015 - Grant ends and this will complete our installation of VIPER mobile radios and a study will be completed regarding the agency's needs for Mobile Data Terminal technology in the next fiscal year.

Project Goals

Goal 1
Purchase and install four (4) VIPER compatible Mobile Radios in Henderson Police Department vehicles used by sworn officers.

Goal 2
Purchase and install eight (8) in-car Mobile Data Terminal computers and docking ports.

Project Objectives

1. Project Objective:

Purchase and install VIPER Compatible Mobile Radios and Mobile Data Terminal computers in Henderson Police Department Police Vehicles.

Performance Measure:

Purchase and install VIPER Compatible Mobile Radios and Mobile Data Terminal computers in Henderson Police Department Police Vehicles.

Evaluation Method:

Purchase and install VIPER Compatible Mobile Radios and Mobile Data Terminal computers in Henderson Police Department Police Vehicles. Review equipment use at the sixth month of the grant period and at the completion of the grant period.

Project Sustainability Planning

Describe your formal, working sustainability plan for the project and how it will result in permanent operational funding (not GOC funding) once this grant ends.

The Henderson Police Department, through our regular funding for Maintenance and Repair of Equipment will operational funding and maintenance of all of the VIPER mobile radios and Mobile Data Terminal equipment purchased for the useful life-time of the equipment.

Project Budget Summary

Category	Total	Year 1 Total	Year 2 Total
EQUIPMENT	\$30,876.00	\$30,876.00	\$0.00
Total Budget:	\$30,876.00	\$30,876.00	\$0.00
(-)Match Funds:	-\$7,968.00	-\$7,968.00	-\$0.00
TOTAL FEDERAL REQUEST:	\$22,907.00	\$22,907.00	\$0.00

CRIMINAL JUSTICE SYSTEMS IMPROVEMENT - Description of Match
Matching funds may include local, state or private funds, but not other federal funds. 25 % cash match required.

Describe amount and source of cash match:

Match funds will be provided through either Federal Asset Forfeiture funds maintained by the Henderson Police Department or through State Drug Tax Funds maintained by the Henderson Police Department.

Request For Match Waiver

Please note: A request for match waiver does not guarantee the waiver will be granted.

Budget Details

Short Description	Quantity	Unit Cost	Total
Mobile Data Terminal Computers	8.00	\$2,520.00	\$20,160.00
Mobile VIPER Radios	4.00	\$2,100.00	\$8,400.00

Project Certifications

A. Certification of Non-Supplanting

The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

B. Certification of Filing an Equal Employment Opportunity Program

The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which is dated 05/03/2012 in accordance with the Amended Equal Employment Opportunity Guidelines (28 C.F.R. 42.301, et seq.) and that it is on file in the office of:

Office: Henderson Human Resources

Name: Cathy Brown

Title: Human Resources Director

Address: 134 Rose Avenue Henderson, NC 27536

Telephone: (252)431-6000

C. Certification of Submission of Annual Audit:

The project director certifies that a copy of the annual audit will be submitted to the Office of the State Auditor and the Governor's Crime Commission, as required by General Statute 143C-6-22. NOTE: If you receive, respond, or obligate over \$500,000 in State and Federal pass-through grants funds received directly from a State agency, then you must file a "yellow book" audit, done by a CPA, with your funding agencies and with the Office of State Budget and Management.

D. Certification of Submission of Current Annual Operating Budget:

The project director certifies that a copy of the implementing agency's current annual operating budget will be submitted upon request.

<https://gems.nccrimecontrol.org/myprojects/gccApplication/Pages/gccApplicationReview...> 1/22/2014

E. Certification that Applicant is Eligible to Receive Federal Funds:

- ✓ The project director certifies that neither the grant applicant nor any of its officers, directors or consultants are presently delinquent, proposed for delinquent, suspended, declared ineligible or voluntarily excluded from receiving federal funds. If the director cannot make this certification, an explanation must be attached. If this certification cannot be provided, the applicant will not necessarily be denied participation in this program. The certification or explanation will be considered in connection with the determination by the Governor's Crime Commission as to whether or not to approve the application. However, if neither the certification nor an explanation is provided, the application will be rejected.

F. Certification Regarding Lobbying: (for agencies receiving \$100,000 or more)

- The project director certifies that (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any agreement, (2) if any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the project director shall complete and submit Standard Form #LL, "Disclosure of Lobbying Activities," in accordance with its instructions.

G. Drug Free Workplace Compliance: (for state agencies only)

- The project director certifies that (1) a drug-free workplace awareness program was held on and/or will be held annually on which all grant project employees are required to attend; (2) a copy of the agenda of that program, including an attendance sheet signed by all employees, will be provided to the Governor's Crime Commission; (3) a statement will be published notifying employees that any unlawful involvement with a controlled substance is prohibited in the grantee's workplace and that specific actions will be taken against employees who violate this rule; (4) all employees will receive a copy of this notice; (5) all employees must agree to abide by the statement and to notify the applicant of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction; (6) within 60 days of receiving such notice, the applicant will inform the Governor's Crime Commission of an employee's conviction; (7) any employee so convicted will be disciplined or required to complete a drug abuse treatment program; and (8) the applicant will make a good faith effort to maintain a drug-free workplace, in accordance with the requirements of Sections 5552 and 5554 of the Anti-Drug Abuse Act of 1988 and Sections 8432 and 8404 of Title 41 of the United States Code.

H. Certification of Compliance with General Statute 114-18.01: (for law enforcement agencies only)

- ✓ The project director certifies that the implementing agency is presently in compliance and will remain in compliance with the traffic stop reporting provisions of General Statute 114-18.01 for the duration of the funded project. An agency may be in compliance with the reporting provisions of General Statute 114-18.01 where traffic stops are reported to the Division of Criminal Information, North Carolina Department of Justice, or where the agency does not meet any of the statutory criteria requiring the reporting of stops. A listing of law enforcement agencies currently required to report traffic stop information may be found at <http://www.ncdoj.gov/AgenciesRequiredList.aspx>.

I. IRS Form 990 and IRS Form 990-EZ:

- The project director certifies that the most recently filed IRS Form 990 ("Return of Organization Exempt From Income Tax") or IRS Form 990-EZ ("Short Form Return of Organization Exempt from Income Tax") for the implementing agency has been uploaded with this project application as one or more pdf (Portable Document Format) attachments.

The project director certifies that neither an IRS Form 990 nor an IRS Form 990-EZ has been uploaded with this project application for the following reason:

- The implementing agency is not a nonprofit organization.
- The implementing agency is a nonprofit organization that is exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ.
- The implementing agency is a nonprofit organization that is not exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ and that has not to-date filed an IRS Form 990 or an IRS Form 990-EZ.

<https://gems.nccrimecontrol.org/myprojects/gccApplication/Pages/gccApplicationReview....> 1/22/2014

CITY OF HENDERSON

INTERNAL PROCESS TO DECIDE WHETHER GRANT APPLICATION IS APPROPRIATE

Department: Police **Staff Contact:** Captain P.L. Twisdale

Funding Source: NC Governor's Highway Safety Program 2014-2015

Grant/Project Name: Henderson Police Department Highway Safety Initiative II

Date Application Due: 02/15/2014 *(The online application has been saved and can be submitted online.)*

Brief Project Summary:

This grant is an effort to obtain grant monies that would fund the following equipment to be used by the Police Department for traffic enforcement, major motor vehicle crash investigations, crime scenes and Crime Prevention through Directed Traffic Enforcement operations:

Four (4) WatchGuard In-Car Video Camera Systems

Maximum amount available from Funding Source: There is a maximum amount of \$60,000

Anticipated Award Notification Date: 07/01/2014

Anticipated Grant Term: Start Date: 10/01/2014
Finish Date: 09/30/2015

Amount to be requested: The total project request is \$24,000. Of this amount \$12,000 is being requested in federal Highway Traffic Safety Funds. \$12,000 in local match funds is anticipated to be funded through local Federal Asset Forfeiture funds.

Does the amount of the match requirement or other grant requirements necessitate City Council approval prior to the award? X Yes No

As with the 2013 NCGHSP grant this grant, if accepted, would require an official acceptance of the grant conditions by the City Council. As the grant would be in effect for Fiscal Year 2014-2015 we would budget the amount specified as a match in the department's 2014-2015 Budget request.

Eligible types of match: Cash. We anticipate to budget a 50% cash match.

If the match is cash, where will the match come from?

We anticipate requesting the cash match for this grant (\$12,000) from the Asset Forfeiture funds account.

Is this project a cash award or X reimbursement (or drawdown)?

This project is a reimbursement account and would require a project budget and account. Reimbursements are made after the equipment is purchased.

If this is a reimbursement grant, will funds be available? Yes.

Is this project included in:

Departmental Budget	No
Capital Improvements Plan	Yes

Due to the date of notification of the availability of this grant and the time frame for submission of the 2014-2015 Henderson Police Department Budget the amount for the Grant Match has not yet been included in the Department's Budget for FY 2013-2014.

Grant funds will be used for the following:

Four (4) WatchGuard In-Car Video Systems

How will the program be funded after the grant expires?

There will be no recurring cost for this program (other than minor equipment repairs). We anticipate using this equipment as part of the overall strategy of Crime Prevention through Directed Traffic Enforcement

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

The grant application is requesting the full amount for this project.

Some additional questions to consider:

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

No. This request is being made under Law Enforcement Funding and other City departments are not eligible.

Are any other departments within the City of Henderson willing to collaborate on this project?

We will continue to work with our City Partners in the Community Revitalization Initiative to direct our use of equipment but the grant is for law enforcement use only.

Will this project duplicate or compete with another service or program provided by the City of Henderson or other local agency?

No. As the primary law enforcement agency for the City of Henderson, our enforcement services are not duplicated or competitive with other agencies in this area.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Short Reg. Meeting

21 January 2014

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

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

RE: CAF: 14-22

Consideration of Approval of Resolution 14-14, Providing for the Disposition of Jointly Held Property by the City and County Otherwise Identified as 777 Parkway Drive Tax Parcel # 0104 02015

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- CV 9:(Core Values) We value a good working relationship with the County of Vance and believe that by working together in a cooperative effort we can better address the strategic challenges and opportunities facing our community.

Recommendation:

- Approval of Resolution 14-14, Providing for the Disposition of Jointly Held Property by the City and County Otherwise Identified as 777 Parkway Drive Tax Parcel # 0104 02015.

Executive Summary:

Vance County Tax Department has received interest from a private buyer to bid on and purchase the property located at 777 Parkway Drive. The offer to purchase is for \$2,000. The property assessed tax value for 777 Parkway Drive is \$42,148 and prior to tax foreclosure the unpaid taxes totaled \$4,130.

The City has no liens against this property for weed abatement, therefore it is requested Council approve the transfer of these properties to Vance County with the understanding upon the sale, the proceeds will be shared on a pro-rata basis.

The County also received inquiries regarding 529 Highland Avenue, but they have not yet received an offer to purchase in writing. This property will be brought before Council at a later date, if they should receive a written offer.

Enclosure:

1. Resolution 14-14
2. Vance County Request

RESOLUTION 14-14

A RESOLUTION PROVIDING FOR THE DISPOSITION OF A JOINTLY HELD PROPERTY BY THE CITY AND COUNTY OTHERWISE IDENTIFIED AS 777 PARKWAY DRIVE TAX PARCEL ID # 0104 02015

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 Core Value as follows: CV 9: maintain a good working relationship with the County of Vance; *and*

WHEREAS, the City of Henderson (City) and County of Vance (County) have previously discussed the possibility of disposing jointly owned properties acquired through the tax foreclosure process; *and*

WHEREAS, the process to dispose of jointly held properties is cumbersome; *and*

WHEREAS, there is a potential buyer for the previously mentioned property and both the County and City administrations believe it appropriate for the City to transfer its interest in said property to the County in order that it might be more expeditiously sold; *and*

WHEREAS, once sold, the City would receive its pro-rata share of the proceeds from the County.

NOW THEREFORE BE IT RESOLVED by the Henderson City Council that it does hereby authorize the following:

1. The City Attorney to work with the County Attorney to expeditiously prepare the necessary agreements and documents to effect the transfer of the aforementioned property from the City of Henderson to the County of Vance.
2. Said transfer of interests in property is predicated upon and conditioned by the appropriate pro-rata division of any net proceeds from the eventual sale of said properties, either individually or collectively, between the City and County.
3. The Mayor or his appointee is authorized to sign any such agreements and documentation as prepared and approved by the City Attorney to effect the transfer of said property to the County of Vance.

The foregoing Resolution 14-14, 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 APPROVED on this the ** day of -----2014: 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

252-204-1546

NORTH CAROLINA

VANCE COUNTY

OFFER TO PURCHASE
COUNTY OWNED PROPERTY

James B. Husketh Jr., (hereafter referred to as "Buyer"), hereby offers to purchase from Vance County, North Carolina (hereafter referred to as the "Seller"), in accordance with the following terms and conditions, all that tract, lot or parcel of land together with any improvements located thereon, in Vance County, North Carolina, being known as and more particularly described as follows:

Vance County Register of Deeds Book 512 Page 337 :

Street Address: 777 Parkway Drive

1. **The Purchase Price:** The purchase price is \$ 2000.00 Total, plus the cost of publication as required by NCGS 160A-269, and shall be paid as follows:

a. \$ 750.00, (the greater of \$750 or 5% of the purchase price) in cash, cashier's check or certified funds as a deposit, with the delivery of this offer, to be held by the Vance County Attorney until the sale is closed at which time it will be credited to Buyer, or this agreement is otherwise terminated as herein provided.

b. \$ 2000.00, plus the cost of publication, the balance of the purchase price, in cash, cashier's check or certified funds upon delivery of the Deed and the closing of this transaction.

2. **Conditions.**

a. Title will be delivered at closing by **Non-Warranty Deed**. Title to the property hereinabove described is subject to the following exceptions: liens, encumbrances, ad valorem taxes, assessments, zoning regulations, restrictive covenants, access, utility and or conservation easements, rights of others in possession, and other matters of record.

b. This offer is conditioned upon there being no proper upset bid submitted within a ten (10) day period after notice of Buyer's offer has been published in a local newspaper in accordance with N.C.G.S. § 106A-269, and final acceptance of this offer by the Board of Commissioners following the upset bid period.

c. Other Conditions: The buyer represents that all Ad Valorem Property Taxes owed by the buyer, or any business entity the buyer or the buyer's shareholders or members have an ownership interest in have been paid in full. The Board of County Commissioners reserves the right to reject all bids, including yours, in the resolution.

3. **Closing.** Each party hereby agrees to execute any and all documents or papers that may be necessary in connections with the transfer of title. Final settlement shall be made on or before 30 days following the resolution approving the final bid at a place designated by Seller with the Non Warranty Deed made out to
James B. Husketh Jr.
4. **Possession.** Buyer takes the property subject to all then existing leases and rights of others in possession, if any, or other matters or exceptions to title.
5. **Deposit.** In the event this offer is not accepted, or in the event that any of the conditions hereby are not satisfied, or in the event of a breach of this contract by Seller, then the deposit shall be returned to the Buyer, and such return shall be the extent of Buyers remedies. In the event that Buyer withdraws this offer and fails to proceed with the execution of this agreement according to its terms for any reason, the Buyer hereby agrees to forfeit the deposit held by the County in Section 1 of this agreement. Said forfeiture shall not affect any other remedies available to Seller for such breach.
6. **New Loan.** Buyer shall be responsible for all charges made to Buyer with respect to any new loan obtained by Buyer, and Seller shall have no obligation to pay any discount fee or other charge in connection therewith unless specifically set forth in this contract.
7. **Closing Expenses.** Buyer shall pay for the first required legal advertisement for upset bids. At closing, Buyer shall pay for the preparation and recording of a deed, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing. In addition, Buyer may have prepared, at Buyer's option and sole expense, an appraisal, a survey of the property, the title examination and title opinion, or a termite inspection. The property shall be made available at reasonable times for Buyer to perform or to have performed the above-mentioned inspections.
8. **Assignments.** This offer may not be assigned without the written consent of all parties, but if the same is assigned by agreement, then the same shall be binding on the assignee and his/her heirs.
9. **Termination of Offer.** This offer shall be terminated if not acted upon by the Board of Commissioners within ninety (90) days of the date of this offer or upon being upset by a proper bid in accordance with N.C.G.S. § 160A-269. Seller reserves the right to reject this offer at any time.
10. **Condition of Improvements and Premises:** Seller makes no warranties or guarantees regarding the condition of the improvements on the property. Buyer takes the premises in "**AS IS**" condition without warranty from the Seller. Buyer stipulates that Buyer has had full opportunity to inspect the premises and Buyer stipulates that Buyer is accepting the improvements in "as is" condition. After title has been conveyed to Buyer, Buyer shall hold Seller harmless for any claims, suits, damages or causes of action resulting from an occurring on the property as a result of the condition of any of the improvements.

11. **Environmental:** Seller makes no representation of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts. The purchaser shall be responsible for all environmental issues that may arise after the consummation of this contract, and further agrees to indemnify the Seller for all expenses arising out of any attempts by others to enforce any requirements of remediation or clean upon this seller. This duty shall survive the closing.
12. **Parties:** This contract shall be binding and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular shall include the plural.
12. **Terminology.** As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
13. **Entire Agreement.** Buyer hereby acknowledges that he has inspected the above-described property, that no representation or inducements have been made other than those expressed herein, and that this contract contains the entire agreement between all parties hereto. All charges, additions, or deletions hereby must be in writing and signed by all parties.
14. **Counterparts.** This offer may be executed in two counterparts with an executed counterpart being retained by each party hereto.
15. **Governing Law & Forum.** This Agreement shall be deemed to have been made in the State of North Carolina, and its validity, construction and effect shall be governed by the laws of the State of North Carolina. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Vance County, State of North Carolina.

Date of Offer: 1-20, 2014

James B. Husketh Jr.
Buyer

Buyer

Acknowledgment of Receipt of Deposit:

I, Betty H. Grissom, County Clerk or her designee, hereby acknowledge receipt of the deposit in the amount of \$ 750.00 as set forth herein in accordance with the terms hereof.

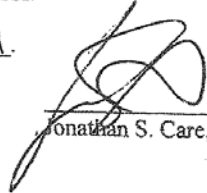
Date: 1-17-14

Betty H. Grissom
Title: Clerk to Board

Acknowledgment of Receipt of Deposit from County Clerk

I, Jonathan S. Care, County Attorney, hereby acknowledge receipt of the herein above referenced deposit in the amount of \$ 750.00 from the County Clerk, and shall hold the same in my Trust Account in accordance with the terms hereof.

This the 17 day of January, 2014.



Jonathan S. Care, County Attorney

Accepted by the Vance County Board of County Commissioners by vote in open session on

Vance County Board of County Commissioners

Chairman

From: Porcha Brooks [<mailto:pbrooks@vancecounty.org>]
Sent: Friday, January 17, 2014 10:09 AM
To: RGriffin@ci.henderson.nc.us
Subject: surplus property

Good afternoon Mr. Griffin,

Below are two properties that we have had taxpayers inquiring about. They would like to place a bid to purchase the properties. There are not any liens (demolition, lot or weeded) on these properties.

1. 0078 02017 -property description 529 Highland Ave. The land value is 5,170. City and county taxes that was owed was \$2,786.00.
2. 0104 02015 –property description 777 Parkway Dr. The value is 42,148. City and county taxes that was owed was \$4,130.00

I need to get approval from City Council to allow the county to sale these properties.

Let me know if you need any other information.

Thanks,
Porcha C. Brooks
pbrooks@vancecounty.org
252-738-2041

City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Short Reg. Meeting

21 January 2014

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

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

RE: CAF: 14-23

Consideration of Approval of Resolution 14-15, Authorizing the Execution of Quitclaim Deeds for Several Properties Outside City Limits Recorded in Error as Jointly Owned City/County Properties

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- CV 9:(Core Values) We value a good working relationship with the County of Vance and believe that by working together in a cooperative effort we can better address the strategic challenges and opportunities facing our community.

Recommendation:

- Approval of Resolution 14-15, Authorizing the Execution of Quitclaim Deeds for Several Properties Outside City Limits Recorded in Error as Jointly Owned City/County Properties.

Executive Summary:

On 21 January 2014 the City Manager's office received a request from Porcha Brooks of the Vance County Tax Office regarding the execution of quit claim deeds for several properties recorded in Vance County Register of Deeds as owned by the City and County jointly. These properties should have been registered as County owned properties only as they are outside of city limits and not under the City's jurisdiction.

City Attorney Zollicoffer has reviewed these quitclaim deeds and found them to be in order and approves the execution of said deeds for the properties described below:

QUITCLAIM DEED - 1

1. Tract 1- Map # 0112 06004; Henderson, NC
2. Tract 2- Map # 0112 05001A; Henderson, NC
3. Tract 3- Map # 0012 05001A; Henderson, NC

QUITCLAIM DEED – 2

1. 2229 St. Matthews Street, Henderson NC; Map #0067 01003

It is requested Council approve the execution of these quitclaim deeds as requested by Vance County.

Enclosure:

1. Resolution 14-15

RESOLUTION 14-15

AUTHORIZING THE EXECUTION OF QUIT CLAIM DEEDS FOR SEVERAL PROPERTIES OUTSIDE CITY LIMITS RECORDED IN ERROR AS JOINTLY OWNED CITY/COUNTY PROPERTIES

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 Core Value as follows: CV 9: maintain a good working relationship with the County of Vance; *and*

WHEREAS, there are several properties located outside of city limits that have been recorded in error as owned by Vance County and the City of Henderson in error; *and*

WHEREAS, Vance County has requested the City of Henderson to sign Quitclaim Deeds for said properties to correct the records; *and*

WHEREAS, it is Council's desire to assist with this process as expeditiously as possible.

NOW THEREFORE BE IT RESOLVED by the Henderson City Council that it does hereby authorize the execution of the Quitclaim Deeds for the following properties: (See **Attachment A** to this Resolution)

QUITCLAIM DEED - 1

1. Tract 1- Map # 0112 06004; Henderson, NC
2. Tract 2- Map # 0112 05001A; Henderson, NC
3. Tract 3- Map # 0012 05001A; Henderson, NC

QUITCLAIM DEED – 2

1. 2229 St. Matthews Street, Henderson NC; Map #0067 01003

BE IT FUTHER RESOLVED THAT the Mayor or his appointee is authorized to sign said Quitclaim Deeds to effect the transfer of said property to the sole ownership of the County of Vance.

The foregoing Resolution 14-145, 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 APPROVED on this the ** day of -----2014: 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

This instrument was prepared by: N. Kyle Hicks, a North Carolina Licensed Attorney.
Return after recording to the Closing Attorney: N. Kyle Hicks, P.O. Box 247, Oxford NC
27565

Delinquent taxes, if any, to be paid by the Closing Attorney to the Vance County Tax
Collector upon disbursement of closing proceeds.

STATE OF NORTH CAROLINA

QUITCLAIM DEED

COUNTY OF VANCE

THIS QUITCLAIM DEED, made and entered into this the ____ day of December, 2013,
by and between the **CITY OF HENDERSON**, a North Carolina municipality, party of the first
part, to **VANCE COUNTY**, a body politic and corporate of the State of North Carolina, whose
mailing address is 122 Young Street, Suite E, Henderson, North Carolina 27536, party of the
second part.

WITNESSETH:

That said party of the first part, for and in consideration of the sum of Ten Dollars to it in
hand paid, the receipt of which is hereby acknowledged, has remised and released and by these
presents does remise, release, convey and forever quitclaim unto the party of the second part, its
successors or assigns, all right, title and interest of the said party of the first part in and to that
certain lot or parcel of land situate in the Vance County, North Carolina, and more particularly
described as follows:

SEE ATTACHED EXHIBIT "A"

{A0101452.DOC}

Hopper, Hicks & Wrenn, PLLC, 111 Gilliam St. Oxford NC 27565

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging unto it, the said party of the second part, free and discharged from all right, title, claim and interest of the said party of the first part or anyone claiming by, through or under it.

IN TESTIMONY WHEREOF, the parties of the first part has caused this deed to be duly signed by its Mayor and attested to by its City Clerk, this the day and year first above written.

CITY OF HENDERSON

By: _____
James D. O'Geary, Mayor

Attested to:

Esther J. McCrackin, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, the undersigned Notary Public in and for the County of _____ and State of North Carolina, do hereby certify that Esther J. McCrackin either () personally known to me or () proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that she is City Clerk to the City of Henderson, a municipal corporation; that she knows the common seal of the corporation; and that, by the authority duly given and as an act of said municipal corporation, the foregoing instrument was voluntarily signed by its Mayor and attested by her as its City Clerk and that the common seal was affixed all by order of the governing body of said corporation; that the said certification is the act and deed of said corporation.

Witness my hand and official stamp or seal, this ____ day of December, 2013.

Notary Public

Printed or Typed Name of Notary

My commission expires: _____

{A0101452.DOC}

Hopper, Hicks & Wrenn, PLLC, 111 Gilliam St. Oxford NC 27565

EXHIBIT "A"

Tract 1: Begin in the intersection of North Carolina Avenue and Utah Street and run thence along said avenue in a southwesterly direction fifty (50) feet to corner of lot #7; thence in a Northwesterly direction one hundred and fifty (150) feet to the corner of lot #1; thence in a line parallel with the first call in a Northeasterly direction fifty (50) feet to Utah Street; thence along said Utah Street in a southeasterly direction one hundred and fifty (150) feet to the place of beginning, it being lot #6 in Block #5 as shown on the plat of record in Deed Book "A" at Page 5, Vance Registry and being the same land heretofore conveyed to Melvin Williamson by deed of Alvis Williamson and wife dated 1st of April 1955 and recorded in book 322 at page '99 Vance County. For further reference, see Deed of record in Book 935, Page 314, Vance County Registry.

(Map #0112 06004; Henderson, NC)

Tract 2: Being Lot 8 in Block 3 of the Chavasse property as record in Plat Book "A", at page 3, said lot fronting 50 feet on North Carolina Avenue and running back a distance of 150 feet and being the same lot conveyed to Alvis Williamson by D.T. Hannon and wife and Betty Faulkner September 6, 1947 recorded in Book 260, at page 144, Vance County Registry. For further reference see also deed from Etta A. Williamson, widow to Clarence Williamson recorded in Book 410, at page 660, Vance County Registry. For further reference, see Deed of record in Book 935, Page 314, Vance County Registry.

(Map #0112 05001A; Henderson, NC)

Tract 3: Being Lot 9 in Block 3 of the Chavasse property as recorded n Plat Book "A", at page 3, said lot fronting 50 feet on North Carolina Avenue and running back a distance of 150 feet and being the same lot conveyed to Alvis Williamson by D.T. Hannon et us and Betty Faulkner September 6, 1947 and recording in Book 260, at page 144, Vance County Registry. For further description see also deed from Etta A. Williamson, Widow to Clarence Williamson recorded in Book 410, at page 660, Vance County Registry. For further reference, see Deed of record in Book 935, Page 314, Vance County Registry.

(Map #0112 05001A; Henderson, NC)

{A0101452.DOC}

Hopper, Hicks & Wrenn, PLLC, 111 Gilliam St. Oxford NC 27565

This instrument was prepared by: N. Kyle Hicks, a North Carolina Licensed Attorney.
Return after recording to the Closing Attorney: N. Kyle Hicks, P.O. Box 247, Oxford NC
27565

Delinquent taxes, if any, to be paid by the Closing Attorney to the Vance County Tax
Collector upon disbursement of closing proceeds.

STATE OF NORTH CAROLINA

QUITCLAIM DEED

COUNTY OF VANCE

THIS QUITCLAIM DEED, made and entered into this the ____ day of December, 2013,
by and between the **CITY OF HENDERSON**, a North Carolina municipality, party of the first
part, to **VANCE COUNTY**, a body politic and corporate of the State of North Carolina, whose
mailing address is 122 Young Street, Suite E, Henderson, North Carolina 27536, party of the
second part.

WITNESSETH:

That said party of the first part, for and in consideration of the sum of Ten Dollars to it in
hand paid, the receipt of which is hereby acknowledged, has remised and released and by these
presents does remise, release, convey and forever quitclaim unto the party of the second part, its
successors or assigns, all right, title and interest of the said party of the first part in and to that
certain lot or parcel of land situate in the Vance County, North Carolina, and more particularly
described as follows:

SEE ATTACHED EXHIBIT "A"

{A0101456.DOC}

Hopper, Hicks & Wrenn, PLLC, 111 Gilliam St. Oxford NC 27565

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging unto it, the said party of the second part, free and discharged from all right, title, claim and interest of the said party of the first part or anyone claiming by, through or under it.

IN TESTIMONY WHEREOF, the party of the first part has caused this deed to be duly signed by its Mayor and attested to by its City Clerk, this the day and year first above written.

CITY OF HENDERSON

By: _____
James D. O'Geary, Mayor

Attested to:

Esther J. McCrackin, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, the undersigned Notary Public in and for the County of _____ and State of North Carolina, do hereby certify that Esther J. McCrackin either () personally known to me or () proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that she is City Clerk to the City of Henderson, a municipal corporation; that she knows the common seal of the corporation; and that, by the authority duly given and as an act of said municipal corporation, the foregoing instrument was voluntarily signed by its Mayor and attested by her as its City Clerk and that the common seal was affixed all by order of the governing body of said corporation; that the said certification is the act and deed of said corporation.

Witness my hand and official stamp or seal, this _____ day of December, 2013.

Notary Public

Printed or Typed Name of Notary

My commission expires: _____

{A0101456.DOC}

Hopper, Hicks & Wrenn, PLLC, 111 Gilliam St. Oxford NC 27565

EXHIBIT "A"

Begin at a stake on old Kittrell Road, 100 feet south of Sue Cooper corner, run thence along old road 100 feet to stake, thence parallel with Sue Cooper line 138 feet to S.A.L. Rwy. right-of-way, thence along said right-of-way in a northerly direction 100 feet to a stake 100 feet south of Sue Cooper back corner, thence 125 feet, more or less, to place of beginning. Being the identical property conveyed to Owen Ingram and wife, Lannie Ingram, by deed of Henderson Loan and Real Estate Co, dated September 28, 1929, and recorded in the office of the Register of Deeds of Vance County in Book 156, Page 280. Also see Book 69, page 320. See item SECOND in the will of Lanie Martin, deceased, probated in the office of the Clerk of Superior Court of Vance County and recorded in Will Book F, page 257.

The grantor herein retains into herself a lifetime interest and life estate in the above-described property.

(Map #0067 01003; 2229 St. Matthews Street, Henderson, NC)

{A0101456.DOC}

Hopper, Hicks & Wrenn, PLLC, 111 Gilliam St. Oxford NC 27565

City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Short Reg. Meeting

22 January 2014

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

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

RE: CAF: 14-19-A

Approval of Resolution 14-10-A, Approving an Amended Temporary Construction Easement Allowing Use of City Owned Parking Spaces by Variety Wholesalers, Inc.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- KSO 3: Economic Development - Redevelop Downtown
- KSO 7: Expand Leisure and Cultural Services, Programs and Facilities

Recommendation:

- Approval of Resolution 14-10-A, Approving an Amended Temporary Construction Easement Allowing Use of City Owned Parking Spaces by Variety Wholesalers, Inc.

Executive Summary

On 13 January 2014 Council approved Resolution 14-10, which in part gave approval for Variety Wholesalers to use a portion of the City owned Parking lot currently used by the Perry Library patrons, located at the easternmost intersection of Winder and Chestnut during the duration of the Temporary Construction Easement. Library patrons will have access to the Library parking lot along Breckenridge Street as well as the parking lot located at the easternmost corner of Breckenridge and Chestnut during this same period.

City Attorney Zollicoffer has since received notice that some minor amendments are necessary. These amendments have been approved by Variety Wholesalers, the Embassy Cultural Center and the Library. Although these changes do not affect the City directly, they are requesting the City to approve them by signing the amended Temporary Construction Easement Agreement.

Enclosures:

1. Resolution 14-10-A

R E S O L U T I O N 14-10-A

A RESOLUTION AUTHORIZING APPROVING AMENDED TERMS OF A TEMPORARY CONSTRUCTION EASEMENT ALLOWING USE OF CITY OWNED PARKING SPACES BY VARIETY WHOLESALERS, INC.

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, two of the Key Strategic Objectives are addressed by this request as follows: KSO 3: Economic Development - Redevelop Downtown, and KSO 7: Expand Leisure and Cultural Services, Programs and Facilities; *and*

WHEREAS, the Embassy Cultural Center Foundation (Foundation) will build a performing arts center; *and*

WHEREAS, on 13 January 2014, Council approved a Temporary Construction Easement from Variety Wholesalers allowing them to use a portion of the City owned Parking lot now used by the Perry Library patrons, located at the easternmost intersection of Winder and Chestnut Streets.

WHEREAS, amendments have been requested and added to the original Temporary Construction Easement requiring Councils approval as indicated in ***Attachment A*** to this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the amended Temporary Construction Easement allowing Variety Wholesalers use of designated spaces in the City owned Parking Lot

The foregoing Resolution 14-10-A 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 **th day of *****2014: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

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

John H. Zollicoffer, Jr., City Attorney
*Reference: Minute Book 42, pp. **; CAF 14-19*

Prepared by: John H. Zollicoffer, Jr.
Stainback, Satterwhite & Zollicoffer, PLLC
115 N. Garnett Street
Henderson, NC 27536

STATE OF NORTH CAROLINA

TEMPORARY CONTRUCTION

EASEMENT

COUNTY OF VANCE

THIS TEMPORARY CONSTRUCTION EASEMENT made and entered into this the ____ day of _____, 2014, by and between **VARIETY STORES, INC.** (successor by merger to Roses Stores, Inc., Roses 5-10-25 Stores, Inc. and Rose Realty, Inc. [hereinafter referred to as "Variety"], whose address is P.O. Box 947, Henderson, North Carolina 27536), Party of the First Part, and the **EMBASSY CULTURAL CENTER FOUNDATION, INC.** (hereinafter referred to as "Embassy"), Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the parties entered into "Exchange Deeds and Cross Easements" dated January 31, 2007 and recorded in Book 1155 at Page 629, Vance County Registry; and

WHEREAS, in said document, Variety deeded to Embassy a tract of land located at the easternmost corner of Wyche Street and Breckenridge Street, and Embassy conveyed to Variety a tract located at the northern intersection of Wyche Street and Winder Street; and

WHEREAS, said Variety granted Embassy certain easements across said latter tract as set forth in said Exchange Deeds and Cross Easements; and

WHEREAS, Embassy now proposes to construct a Performing Arts Center on the tract previously conveyed to it as hereinabove described; and

WHEREAS, Embassy needs a temporary construction easement across a portion of the properties conveyed to Variety for access and for storage of construction equipment and materials during the construction of said Performing Arts Center; and

WHEREAS, the parties hereto have agreed to amend the Exchange Deeds and Cross Easements dated January 31, 2007 as herein provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, Variety and Embassy agree as follows:

- (1) Embassy (and its contractors and assigns) are hereby granted by Variety a temporary construction easement for access to Embassy's adjacent lot (on the eastern corner of Wyche Street and Breckenridge Street) and for storage of construction materials and equipment upon a portion of the Variety's lot located on the northern intersection of Wyche Street and Winder Street. The portion of the property of Variety so covered by this Temporary Construction Easement shall be the entire lot except for the 11 parking spaces fronting on Winder Street nearest the main entrance leading to McGregor Hall from Winder Street. Variety shall retain the right to access the Variety lot during the term of the Temporary Construction Easement for the purpose of deliveries of heating oil. Embassy shall indemnify Variety and save it harmless from and against any liability to third parties arising from use or possession by Embassy of the Variety lot during the term of the Temporary Construction Easement. At the expiration of the Temporary Construction Easement, as hereinafter provided, Embassy covenants that it shall surrender the Variety lot to Variety and shall deliver the same to Variety in the same condition as at commencement of the Temporary Construction Easement, ordinary wear and tear excepted.
- (2) ~~As part of the consideration of this Temporary Construction Easement, Variety shall be permitted to use portions of the Perry Library parking lot located on the easternmost intersection of Winder Street and Chestnut Street, which is presently owned by the City of Henderson. Patrons of the Perry Library will be permitted to use parking along Breckenridge Street together with the City's parking lot located on the easternmost corner of Breckenridge Street and Chestnut Street during the time of this Temporary Construction Easement.~~ As part of the consideration for this Temporary Construction Easement, Variety Stores, Inc. ("Variety") shall have exclusive right to the use of 86 parking spaces in the Perry Library parking lot (the "Perry Parking Lot"), which is located on the easternmost intersection of Winder Street and Chestnut Street, between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday in each and every week together with use of up to five undesignated parking spaces during all other hours. The Perry Parking Lot is presently owned by the City of Henderson. The 86 spaces shall be designated by

written agreement between Variety and the acting Library Director of Perry Library which may be done by exchange of emails. Variety shall have the right to take such action as may be reasonably necessary to enforce the exclusive rights herein granted, including the right to have unauthorized vehicles towed from the lot at the owner's expense after leaving written notice on the vehicle or posting signage stating that such action will be taken. Embassy covenants and agrees that it shall transfer and install all parking lot signage from the Variety lot to the Perry Parking Lot within three days of commencement of the Temporary Construction Easement and shall transfer and reinstall such signage from the Perry Parking Lot to the Variety lot within three days of the expiration of the Temporary Construction Easement. Patrons of the Perry Library will be permitted to use parking along Breckenridge Street together with the City's parking lot located on the easternmost corner of Breckenridge Street and Chestnut Street during the time of this Temporary Construction Easement.

- (3) The provisions hereinabove set forth shall be in full force and effect until the construction of the Performing Arts Center on the Embassy's property is completed or until June 1, 2015, whichever occurs earlier; after said time, said Temporary Construction Easement and the provisions set forth herein shall be null and void.
- (4) In no other way is the Exchange Deeds and Cross Easements between Variety and Embassy dated January 31, 2007 changed or modified, and the same in all respects not inconsistent herewith ratified.

The City of Henderson joins in this Temporary Construction Easement to consent to the parking arrangements on its properties as above set forth.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals by appropriate authority duly given.

VARIETY STORES, INC. (Successor by merger
to Roses Stores, Inc., Roses 5-10-25 Stores, Inc.
and Rose Realty, Inc.

By: _____ (SEAL)
(Vice) President

EMBASSY CULTURAL CENTER FOUNDATION,
INC.

By: _____ (SEAL)
John P. Wester, President

CITY OF HENDERSON

ATTEST:

BY: _____
James D. O'Geary, Mayor

City Clerk

(MUNICIPAL SEAL)

State of North Carolina

County of _____

I, a Notary Public of the County and State aforesaid, certify that _____, (Vice) President of Variety Stores, Inc. (successor by merger to Roses Stores, Inc., Roses 5-10-25 Stores, Inc. and Rose Realty, Inc.) personally came before me this day and acknowledged that he/she voluntarily signed the foregoing instrument for the purposes therein expressed and in the capacity indicated.

Witness my hand and notarial stamp or seal this ____ day of _____, 2014.

Notary Public
(Affix Seal) My Commission
Expires: _____

State of North Carolina

County of _____

I, a Notary Public of the County and State aforesaid, certify that John P. Wester, President of Embassy Cultural Center Foundation, Inc. personally came before me this day and acknowledged that he voluntarily signed the foregoing instrument for the purposes therein expressed and in the capacity indicated.

Witness my hand and notarial stamp or seal this ____ day of _____, 2014.

Notary Public
(Affix Seal) My Commission
Expires:_____

State of North Carolina
County of Vance

I, a Notary Public of the County and State aforesaid, certify that Esther J. McCrackin personally came before me this day and acknowledged that she is City Clerk of the City of Henderson, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Municipal Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its municipal seal and attested by her as its City Clerk.

Witness my hand and notarial stamp or seal this ____ day of _____, 2014.

Notary Public
(Affix Seal) My Commission
Expires:_____

City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Short Reg. Meeting

22 January 2014

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

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

RE: CAF: 14-12

Consideration of Approval of Resolution 14-06, Approving a Bid Award to Turner Murphy Co. Inc. of Rock Hill, South Carolina in the Amount of \$1,397,594 for Improvements to the Sandy Creek Pump Station.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 14-06, Approving a Bid Award to Turner Murphy Co. Inc. of Rock Hill, South Carolina in the Amount of \$1,397,594 for Improvements to the Sandy Creek Pump Station.

Executive Summary

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

On 3 April 2012, The City received notification from the Infrastructure Finance Section (IFS), (formerly the Construction Grants and Loan Section), that the City's application had been reviewed and the Sandy Creek Pump Station Improvements Project found eligible to receive a low interest CWSRF loan in the amount of \$1,800,000, of which \$900,000 is in the form of principal forgiveness, with the balance at the prevailing CWSRF interest rate at the time of

approval by the Local Government Commission (LGC). The Grant/Loan was accepted by the City via Resolution 12-A-18 on 29 May 2012.

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

Bids were taken on Thursday, 19 December 2013 and 9 bids were received. The low bidder was Turner Murphy Co, Inc., which submitted a low bid of \$1,354,069 with an alternate bid of \$13,000. McGill and staff are recommending the awarding of the alternate bid as well as an item to further replace some interior piping with larger piping which will help address high pipe velocities. The price will still remain within budget as well as maintain 10% contingency funds.

Enclosures:

1. Resolution 14-06
2. Bid Tabulation
3. McGill Letter of Recommendation
4. LCG Letter of Approval

RESOLUTION 14-06

APPROVING A BID AWARD TO TURNER MURPHY CO. INC. OF ROCK HILL SOUTH CAROLINA FOR IMPROVEMENTS TO THE SANDY CREEK PUMP STATION IN THE AMOUNT OF \$1,397,594

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

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

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

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

WHEREAS, the project was properly advertised and 9 bids were received for the project on 19 December 2013; *and*

WHEREAS, McGill Associates has recommended a bid award in the amount of \$1,397,594 which includes the alternate item as well as further replacement interior piping which will help address high velocities; *and*

WHEREAS, the award is approved subject to final approval of the Infrastructure Finance Section.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Henderson, North Carolina that it does hereby Approve the bid award to Turner Murphy Company, Inc. of Rock Hill South Carolina, and authorizes the Mayor and/or City Manager to sign all documents necessary to execute said contract being more fully Articulated in **Attachment A** to this Resolution.

The foregoing Resolution 14-06, upon motion of Council Member _____ and seconded by Council Member _____, and having been submitted to a roll call vote received the following votes and was _____ on this the *** day of _____20142:
YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

Reference Minute Book 42, pp

MODIFIED AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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**MODIFIED AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Henderson ("Owner") and
Turner Murphy Co., Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sandy Creek Pump Station Improvements including a new mechanical screen and conveyor systems, new pumps with variable frequency drives, flow meter, valves, piping, bypass pumping arrangement, hoist beam, new electrical room, new generator, electrical, controls, SCADA system, valves, site work, and related appurtenances.

including a new mechanical screen and conveyor system, new pumps with variable frequency drives, new flow meter vault, valves, piping, bypass pumping arrangement, new electrical room, new generator, SCADA system, electrical, controls, site work, and related appurtenances.

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by McGill Associates, P.A. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed within 270 calendar days, and completed and ready for final payment in accordance with the General Conditions within 300 calendar days.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$700 for each calendar day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$700 for each calendar day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A, and 4.01.B below:
- A. For lump sum work an amount equal to the percentage completed of specific items of work provided by the Contractor as a schedule of values for the Lump Sum work.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The unit price for each item is as supplied in the Bid for the project.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 2.5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has reviewed all General and Supplementary Conditions applicable to the Work.

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 6.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – MISCELLANEOUS

7.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

7.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 7 through 7, inclusive).
 2. Performance bond (pages 1 through 1, inclusive).
 3. Payment bond (pages 1 through 1, inclusive).
 - ~~4. Other bonds (pages through , inclusive).~~
 5. Notice of Award (pages 1 through 1, inclusive).
 6. Modified General Conditions (pages 1 through 82, inclusive).
 7. Supplementary Conditions (pages 1 through 1, inclusive).
 8. Specifications as identified in the table of contents of the bound Project Manual.
 9. Drawings consisting of 28 sheets with each sheet bearing the following general title: Sandy Creek Pump Station Improvements
 10. Addenda (numbers 1 through 2, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid, Bid Bond, and Attachments.
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 through 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement is dated _____, 2014.

OWNER:

City of Henderson

By: James D. O'Geary

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

City of Henderson

134 Rose Avenue

Henderson, North Carolina 27536

Pre-Audit Statement: This instrument has been preaudited in the manner required by the Local Budget and Fiscal Control Act as amended.

By: Katherine C. Brafford

Title: Finance Director

Date: _____

Approved as to Form:

By: John H. Zollicoffer, Jr.

Title: _____

Date: _____

CONTRACTOR

Turner Murphy Co., Inc.

By: Mike Murphy

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

Turner Murphy Co., Inc.

PO Box 3490

Rock Hill, South Carolina 29732

License No.: 9072

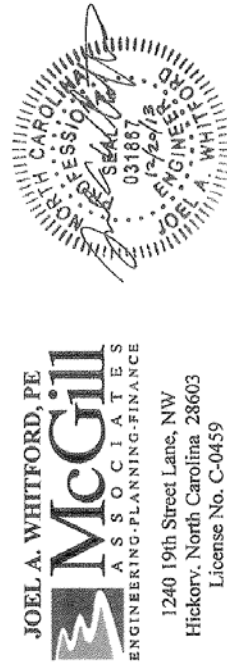
Agent for service of process:

CERTIFIED BID TABULATION
SANDY CREEK PUMP STATION IMPROVEMENTS
CITY OF HENDERSON, NORTH CAROLINA

Thursday, December 19, 2013; 2:00 pm
Henderson Operations Center (900 South Beckford Drive, Henderson, North Carolina 27536)

BIDDER	TOTAL BASE BID (w/Allowance)	ALTERNATE BID NO. 1
TURNER MURPHY CO., INC.	\$1,354,069.00	\$13,000.00
HICKORY CONSTRUCTION COMPANY	\$1,358,100.00	\$12,497.00
SANFORD CONTRACTORS, INC.	\$1,434,300.00	\$14,000.00
T. A. LOVING CO.	\$1,468,000.00	\$12,000.00
CENTURION CONSTRUCTION COMPANY, INC.	\$1,499,486.00	\$11,230.00
STEP CONSTRUCTION	\$1,506,000.00	\$30,000.00
H. G. REYNOLDS COMPANY, INC.	\$1,547,000.00	\$12,500.00
DELLINGER, INC.	\$1,564,319.00	\$12,497.00
DEVERE CONSTRUCTION COMPANY, INC.	\$1,638,000.00	\$13,000.00
MOFFAT PIPE, INC.	NO BID	

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 19th day of December, 2013, at the Henderson Operations Center (900 South Beckford Drive, Henderson, North Carolina 27536).



JOEL A. WHITFORD, PE
McGill
ASSOCIATES
ENGINEERING-PLANNING-FINANCE
1240 19th Street Lane, NW
Hickory, North Carolina 28603
License No. C-0459

Project Cost Summary
Sandy Creek Pump Station Improvements
City of Henderson, North Carolina

<u>Description</u>	<u>Amounts</u>
CONSTRUCTION COSTS	\$ 1,397,594
Contingency (10%)	\$ 135,407
Planning & Design	\$ 127,400
Construction Engineering	\$ 80,000
Legal, Testing, etc.	\$ 17,000
Other (Loan Admin., etc.)	\$ 5,000
TOTAL (amount eligible for funding)	\$ 1,762,401
 <i>Closing Costs (not eligible in SRF loan)</i>	 \$ 35,248

<u>Revenue Sources</u>	
SRF Loan - 0% Interest	\$ 900,000
SRF Loan - Principal Forgiveness	\$ 900,000
Cash	\$ -
Funding Total	\$ 1,800,000



January 22, 2014

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

RE: Award Recommendation
Sandy Creek Pump Station Improvements
City of Henderson, North Carolina

Dear Mr. Frazier:

A total of nine (9) bids were received on December 20, 2013 for the subject project. Turner Murphy Co., Inc. of Rock Hill, South Carolina submitted the lowest bid in the amount of \$1,354,069. The alternate bid item for 316 stainless steel screen and conveying equipment was \$13,000. Also, since the bid, pricing was requested to replace interior station piping with larger piping to address high pipe velocities, and that pricing was \$30,525. The total amount including the alternate bid and piping revision is \$1,397,594.

Turner Murphy Co., Inc. is appropriately licensed with the North Carolina General Contractor Board to perform this type of project. We therefore recommend award of the project to Turner Murphy Co., Inc. in the amount of \$1,397,594. The award should be made contingent upon approval by NC Division of Water Infrastructure.

It is also recommended that the City establish a construction contingency in the amount of \$135,407 (10%) for the project. This contingency is important due to uncertainties with work on an operational and previously disturbed pump station site.

Enclosed for your use are the certified bid tabulation and project cost summary. If you have any questions or comments, please do not hesitate to contact us at (828) 328-2024.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in dark ink, appearing to read 'Joel A. Whitford', is written over the printed name.

JOEL A. WHITFORD, PE
Project Manager

:jw

Enclosures

Cc: A. Ray Griffin, Jr., City Manager
Tom Spain, Water Reclamation Director
Andy Lovingood, PE, McGill Associates
Doug Chapman, PE, McGill Associates

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



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

March 6, 2013

RECEIVED
MAR 08 2013

BY: *PSP*

The Honorable Mayor
City of Henderson
c/o Katherine C. Brafford
Finance Director
134 Rose Avenue
P.O. Box 1434
Henderson, North Carolina 27536

Re: City of Henderson - \$1,800,000 - Sewer Revolving Loan

Dear Mayor:

The Executive Committee of the N.C. Local Government Commission on March 5, 2013 formally approved the above-referenced is eligible to receive a Revolving Loan in the amount of \$1,800,000 for a term of twenty (20) years, this determination of eligibility is not a loan offer. Funding of the loan is dependent on the availability of DENR loan allocations. The rate as established under this program for the respective loan, State or federal, is not to exceed 4%. The above-referenced application is subject to the five-day appeal period in G.S. 159-4(b).

We are pleased to have had this opportunity to serve you.

Sincerely,

A handwritten signature in black ink that reads "T. Vance Holloman".

T. Vance Holloman, Secretary
Local Government Commission

TVH/aps

cc: Katherine C. Brafford
Finance Director

Don Evans, Program Manager
NCDENR
Infrastructure Finance Section

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

City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Short Reg. Meeting

22 January 2014

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

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

RE: CAF: 14-08

**Consideration of Denial of Ordinance 13-60, Amending the Zoning Ordinance
Section 408 Exempt Signs**

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- **KSO 3:** Enhanced Economic Development: *AP 3-2: Revise and Align Land Use and Sign Ordinances and Implement Conditional Use Zoning.*

Recommendation:

- Denial of Ordinance 13-60, Amending the Zoning Ordinance Section 408 Exempt Signs.

Executive Summary:

On October 28, 2013, the City Council initially held a public hearing and had discussion relative to proposed Zoning Ordinance 13-60. This Ordinance was crafted to allow off premises advertisement for businesses that are a part of City sponsored program. The Ordinance was initiated as a City Staff recommendation to provide opportunities for public private partnerships to assist with City projects.

Subsequent to the Public Hearing, the City Council raised questions and concerns about how long the signs would be allowed to be displayed, the size of the signs and more details about the allowed signs. The City Council remanded this Ordinance back to the Planning Board for further study and recommendation.

The Planning Board met on November 18, 2013 to further study this matter. It recommended these signs be allowed under two proposed options:

1. Off-Premise Advertisement for a Sponsorship Program. *This option would allow off-premise advertisement signs according to a sponsorship program established by the City which would give guidance to the size and duration of the sign. An example of this option would be if the City sponsored a planter program that would encourage private donations to maintain a downtown planter for a year. In return, a placard would be placed on the planter recognizing the donating entity.*
2. Permanent Recognition Program. *This program would determine the size of the sign and would not have a duration clause as these signs would be considered permanent. An example of this program would be the pavers located around the trees on Garnett Street.*

This recommendation was presented at the November 25, 2013 regular work session. It did not address the issue of sign duration or sign size. Due to the fact the City Council's request was not completely addressed, the Planning Director and the City Attorney were asked to further review this ordinance.

The Planning Director and City Attorney provided additional research into the questions and concerns of this ordinance and discovered an Exempt Sign Ordinance Section 408 is already on the books. It was approved by the City Council March 15, 2006. This Ordinance stated "The Zoning Code shall not apply to any governmental sponsored signs or sign place in pursuant to a governmental sign program which has been approved by the City Council". This language would cover the intentions to the proposed Ordinance 13-60. Therefore it is appropriate to not approve Ordinance 13-60.

The intention of the Zoning Ordinance Section 408: Exempt Sign Ordinance was to exempt any off premise business sign this is a part of a governmental sign program that has been approved by the City Council. During the time this ordinance was passed the City was engaging in a third party utility pole banner program that has since been resolved. This was designed to program allow businesses to sponsor downtown banners that were uniformly faced with the City logo covering the majority of the banner and in small block at the bottom of the sign was faced with the logo of the sign sponsor.

The advice of the Planning Director and the City Attorney is to deny Zoning Ordinance 13-60 based on redundancy. There will be additional study provided to address the design requirements for the signs. This study would address the City Council's concerns of duration and size. This item is on the agenda for discussion at the next Planning Board meeting scheduled for February 3, 2014. Following the Planning Board meeting, additional recommendations will be brought before the City Council relative to the design of the signs.

Enclosures:

1. Ordinance 13-60

ORDINANCE 13-60

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

“AN ORDINANCE RELATIVE TO OFF-PREMISES ADVERTISING”

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

Section 1. That the following clause be added as a new section under Section 408, Exempt Signs, of the Zoning Ordinance:

“412. Notwithstanding any other provision of this zoning ordinance, off-premises advertising shall be permitted relative to City-sponsored projects open to all citizens and legal entities located within the City Limits, and open to governmental entities; the City Council shall have the privilege of granting priority to those citizens and legal entities or governmental entities with businesses or offices in proximity to said respective advertisement venue.”

Section 2. That Section 4011 of the Zoning Code (under Section 408 “Exempt Signs”) shall be renumbered to be Section 411.

Section 3. The foregoing Ordinance shall be in full force and effect from and after the date of its passage.

The foregoing Ordinance 13-60, upon motion of Council Member _____ and seconded by Council Member _____, and having been submitted to a roll call vote and received the following votes and was **APPROVED/DISAPPROVED** on this the ____ day of _____, 2013: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O’Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 4**, p. **.*

**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 13-60, An Ordinance Relative To Off-Premises Advertising*, adopted by the Henderson, City Council in Regular Session on ** ** 20** (*See Minute Book 4*, p. **.*). This Ordinance is recorded in *Ordinance Book # 8*, pp. **.

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

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

City Council Action Form

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



Agenda Item: _____

Council Meeting: 13 Jan 14 Short Reg. Meeting

10 January 2014

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

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

RE: CAF: 14-13

Consideration of Approval of: 1) Resolution 14-07, Authorizing the Execution of Change Order #2 for the Henderson Water Reclamation Facility Project to Devere Construction Company, Inc. in the Amount of \$25,206, and 2) Ordinance 14-08, FY14 Budget Amendment #24, Amending the CIP Sewer Fund for Change Order #2 to the Water Reclamation Facility Renovation Project

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

Approval of:

- **1) Resolution 14-07, Authorizing the Execution of Change Order #2 for the Henderson Water Reclamation Facility Project to Devere Construction Company, Inc. in the Amount of \$33,080.**
- **2) Ordinance 14-08, FY14 Budget Amendment #24, Amending the CIP Sewer Fund for Change Order #2 to the Water Reclamation Facility Renovation Project**

Executive Summary:

On 10 Dec 2010, the City Council approved acceptance of a State Revolving Loan, via Resolution 12-98, in the amount of \$16,615,000 for improvements to the Henderson Water Reclamation Facility providing funding for major improvements to the plant which will simplify treatment processes as well as reduce operational costs.

CAF 14-13: 13 January 2014 Council Meeting

Page 1 of 7

Change Order #1 in the amount of \$55,709 was approved by the City Council on 23 September 2013, via Resolution 13-09-A, leaving a contingency balance of \$601,431.

Graph Provided by McGill Associates

Change Order #2			
#	Description	Price	Days
1	Caustic Injection Manhole	\$ 5,184.49	1
2	Headworks Bollard Adjustment	\$ 383.67	0
3	Admin Bldg Terminte Treatment	\$ 799.31	1
4	Relocate Existing at IPS	\$13,000.00	4
5	MH #3	\$18,371.93	3
6	Rebar Changes	\$ (6,394.50)	2
7	Shrinkage Reduce	\$ (5,284.13)	0
8	Delete Square Dowels	\$ (855.26)	0
9	Adverse weather	\$ -	12
	Total	\$25,205.51	23

This item was presented to Council at the 13 January 14 Work Session. It was the consensus of Council to move this item forward for consideration.

Enclosures:

1. Resolution 14-07
2. Ordinance 14-08
3. Resolution 13-09-A

RESOLUTION 14-07

AUTHORIZING EXECUTION OF CHANGE ORDER #2 TO DEVERE CONSTRUCTION COMPANY FOR IMPROVEMENTS TO THE HENDERSON WATER RECLAMATION FACILITY PROJECT

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

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

WHEREAS, there is \$601,431 remaining in the contingency fund, which could be used for these costs pending City Council approval; *and*

WHEREAS, the City's Consulting Engineer and City staff recommend approval of Change Order #2, as outlined in the letter provided by McGill Associates, to Devere Construction Company, Inc., subject to approval of the Infrastructure Finance Section.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the execution of Change Order #2 of the Henderson Water Reclamation Facility Improvement Project to Devere Construction Company, Inc. in the amount of \$25,206, subject to final pricing; *and*

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

The foregoing Resolution 14-07, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote received the following votes and was ***** on this the *** day of **** 2010: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

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

ORDINANCE 14-08

FY 2013—2014 BUDGET AMENDMENT # 24 AN AMENDMENT TO THE CIP SEWER FUND FOR ADDITIONAL CHANGE-ORDERS TO THE WATER RECLAMATION FACILITY RENOVATION 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 14-08			
FUNDS: 44: CIP SEWER		FY 13-14 Budget Amendment #24			
PROJECT: Water Reclamation Facility Renovation		Budget Amendment #6 to this Capital/Grant Project			
Project Budget Created on 11 Apr 11		Approved	Current	Amendment	Revised
REVENUES		11-Apr-11	Budget		
Transfer from Cap Reserve Utilities Fund	44-444-4610-71	\$ 70,000	\$ -	\$ -	\$ -
Transfer from Cap Reserve Utilities Fund	44-847-3690-71	\$ -	\$ 779,110	\$ -	\$ 779,110
State Revolving Loan	44-847-3660-01	\$ -	\$ 15,615,000	\$ -	\$ 15,615,000
State RFL Grant	44-847-3660-02	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
State CWMTF Grant	44-847-4581-61	\$ -	\$ 600,000	\$ -	\$ 600,000
SRF Loan - Additional	44-847-4582-21	\$ -	\$ 500,000	\$ -	\$ 500,000
Transfer from Rate Stabilization Fund	44-847-4610-79	\$ -	\$ 103,360	\$ -	\$ 103,360
Total		\$ 70,000	\$ 18,597,470	\$ -	\$ 18,597,470
					\$ 18,597,470
EXPENDITURES		Approved	Current	Amendment	Revised
		11-Apr-11	Budget		
Phase 1					
Admin, Permitting and Legal Fees	44-847-4610-01	\$ -	\$ -	\$ -	\$ -
Legal/Administrative	44-847-5102-00	\$ 2,000	\$ 2,500	\$ -	\$ 2,500
Engineering Preliminary Engineering Report	44-847-5103-01	\$ 68,000	\$ 68,000	\$ -	\$ 68,000
Phase 2					
Engineering Design	44-847-2230-03	\$ -	\$ 775,125	\$ -	\$ 775,125
Engineering Permitting Administration	44-847-2230-04	\$ -	\$ 32,105	\$ -	\$ 32,105
Engineering Bidding & Award Phase	44-847-2230-05	\$ -	\$ 39,380	\$ -	\$ 39,380
Engineering Geotechnical	44-847-2230-06	\$ -	\$ 115,810	\$ -	\$ 115,810
Admin, Permitting and Legal Fees-design phase	44-847-4610-02	\$ -	\$ -	\$ -	\$ -
Phase 3					
Construction Admin & Inspection	44-847-2230-10	\$ -	\$ 500,000	\$ -	\$ 500,000
Capital Outlay Reserve--not yet awarded	44-847-4990-99	\$ -	\$ -	\$ -	\$ -
Land Acquisition	44-847-5071-00	\$ -	\$ 27,000	\$ -	\$ 27,000
Construction Costs	44-847-5104-00	\$ -	\$ 15,574,709	\$ 25,206	\$ 15,599,915
Contingencies & Other					
Closing Fee-grant and loan administration	44-847-6700-01	\$ -	\$ 367,300	\$ -	\$ 367,300
Transfer to Capital Reserve Utilities	44-847-5610-70	\$ -	\$ 379,110	\$ -	\$ 379,110
Contingency	44-847-9990-10	\$ -	\$ 601,431	\$ (25,206)	\$ 576,225
Engineering Contingency	44-847-9990-20	\$ -	\$ 115,000	\$ -	\$ 115,000
Total		\$ 70,000	\$ 18,597,470	\$ -	\$ 18,597,470
					\$ 18,597,470
Variance				\$ -	
Reference:		Notes:			
14 Feb 11: CAF 11-38; Res 11-12; MB 42, p.		Authorized application for grant/loan			
11 Apr 11: CAF 11-70; Res 11-44, Ord 11-29; MB42, p.		Approved PER work and established project ordinance: \$70,000			
10 Oct 11: CAF 11-134; MB42, p.		Mini-Brooks discussion			
26 Oct 11: CAF 11-A-134; Res 11-103; MB42, p.		Approved Mini-Brooks exemption			
14 Nov 11: CAF 11-B-134; Res 11-111; Ord 11-62; MB42, p.		First budget amendment to Project Ordinance: \$1,033,900			
28 Nov 11: CAF 11-C-134, Ord 11-62, MB42, p.					
12 Dec 11: CAF 11-D-134, Ord 11-62, MB42, p.		award of contract to McGill for engineering/design phase and establishing total project budget			
		Phase 1 was Preliminary Engineering & Legal/admin: \$70,000			
		Phase 2 is design engineering, permitting, bidding and project contract award: \$1,044,610			
		Phase 3 is construction and is estimated at \$14,075,000			
25 June 12: CAF 12-75; Ord 12-42; BA# 53; MB42, p. 492		Amend for decrease in estimated closing fees for grant and loan administration (23,190)			
26 Nov 12: CAF 12-115; Res 12-73; Ord 12-66; BA#12; MB42, p.		Notification of approval of CWMTF grant: \$600,000. Transfer funds previously transferred in from Capital Reserve Utilities back to that fund.			
14 Jan 13: CAF 13-12; Res 13-09; Ord 13-08; BA#22		To amend the project budget for changes in post-bid estimates. The transfer side of Fund 79 was part of BA#10; therefore that side of the transaction is not being duplicated here. The project originally called for a transfer in from CR Utilities (Fund 70). After notification of the \$600,000 CWMTF Grant was received, the project budget was amended to revert those funds back to CR Utilities (\$379,110). After all bids and costs were received, it has been determined that \$400,000 of those funds are needed to complete the funding of this project, with the remaining \$103,360 to come from the Rate Stabilization Fund			
24 June 13: CAF 13-74; Res 13-51; Ord 13-37; BA#40		To amend the project budget for changes in post-bid estimates. ECS Carolinas, LLP performed the subsurface exploration and geotechnical engineering work and it is being recommended by McGill Associates that they perform the Construction Materials Testing Services. The estimated cost to perform this work is \$115,810 and the current budget is \$100,000. The additional cost is being budgeted from the Contingency line item.			
23 Sept 13: CAF 13-12-A; Res 13-09-A; Ord 13-08-A; BA#13		To amend the project budget for changes or proposed modifications to the engineering contract being recommended by McGill Associates. These changes include adding alternate #5 to the original contract price. The cost of alternate #5 in the original bid was \$33,000 and the contractor has agreed to honor the same price at this time. In addition to the cost for alternate #5, other costs as outlined in the letter are for unsuitable soils, telescoping valve adjustments and door closures, bringing the total amount of the proposed change order to \$55,709. The additional cost is being budgeted from the Contingency line item.			
27 Jan 14: CAF 14-13; Res 14-07; Ord 14-08; BA#24		To amend the project budget for change order #2 to the construction contract with Devere Construction Company. These changes were brought before Council during the work session on January 13, 2014. The costs associated with this change order total \$25,206. These additional costs are being budgeted from the Contingency line item.			
CG&L = Construction Grants & Loans from State of NC, DENR					

The foregoing Ordinance 14-08, 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 27th day of January 2014: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

*Reference: Minute Book 42, p.**; CAF 14-13*

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 14-08 adopted by the Henderson, City Council in Regular Session on _____ 2014. 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

R E S O L U T I O N 13-09-A

AUTHORIZING EXECUTION OF CHANGE ORDER #1 TO DEVERE CONSTRUCTION COMPANY FOR IMPROVEMENTS TO THE HENDERSON WATER RECLAMATION FACILITY PROJECT

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

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

WHEREAS, several alternates were not awarded with the original contract and staff is recommending several additions to the original project; *and*

WHEREAS, there is \$657,140 remaining in the contingency fund, which could be used for these costs pending City Council approval; *and*

WHEREAS, the City's Consulting Engineer and City staff recommend approval of Change Order #1, as outlined in the letter provided by McGill Associates, to Devere Construction Company, Inc., subject to approval of the Infrastructure Finance Section.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the execution of Change Order #1 of the Henderson Water Reclamation Facility Improvement Project to Devere Construction Company, Inc. in the amount of \$55,709; said change order being more fully articulated in **Attachment A** to this Resolution; *and*

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

The foregoing Resolution 13-09-A, upon motion of Council Member Brown 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 23rd day of September 2013: YES: Inscoe, Rainey, Peace-Jenkins, Daeke, Brown, Daye and Coffey. NO: None. ABSTAIN: None. ABSENT: Kearney.

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. 37

City Council Action Form

Office of City Manager
P. O. Box 1434
Henderson, NC 27536
252-430-5701



Agenda Item: _____

Council Meeting: 27 Jan 14 Short Reg. Meeting

14 January 2013

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

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

RE: CAF 14-07

Consideration of Approval of Tax Releases and Refunds from Vance County for the Months of November and December 2013.

Ladies and Gentlemen:

Recommendation:

- Approval of tax releases and refunds from Vance County for the months of November and December 2013.

Executive Summary

The Vance County Tax office submitted the following tax releases and refunds to the Finance Department for the months of November and December 2013. These releases and refunds are found to be in order and are being recommended for approval.

Nov 2013 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Real & Personal Property			
Releases			
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2003	\$ 20.74
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2004	\$ 21.76
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2005	\$ 22.78
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2006	\$ 22.78
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2007	\$ 22.78
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2008	\$ 22.49
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2009	\$ 23.28
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2010	\$ 23.28
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2011	\$ 23.27
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2012	\$ 23.27
Clearview Baptist Church	Religious	2013	\$ 4,996.65

Nov 2013 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Coffey Bail Bonds	Pers.Prop. Billed in Error	2013	\$ 15.00
Foster, Lucy Heirs	Taxes Lost to Foreclosure	2013	\$ 24.66
IGPS Company LLC	Correct Value	2013	\$ 600.84
Kirby, Gregory Curtis	Correct Value	2013	\$ 79.61
Kirby, Gregory Curtis	Correct Value	2013	\$ 5.21
Marlin Leasing Corp	Correct Value	2013	\$ 11.39
Martinez-Alvarez, Jose	Pers.Prop. Billed in Error	2013	\$ 36.86
Olvera-Perez Mario	Rebilled to include late listing pen.	2013	\$ 1.76
Olvera-Perez Mario	Rebilled to include late listing pen.	2013	\$ 1.76
Pham, Viet Quang	Correct Ownership	2013	\$ (484.83)
State Employees Credit Union	Correct Ownership	2013	\$ 484.83
Variety Stores	Correct Value	2013	\$ 70.82
Vaughan, Stephanie C	Correct Value	2013	\$ 148.81
Total R&P Property Releases			\$ 6,219.80
Real & Personal Property			
Refunds	None		\$ -
Total R& P Property Refunds			\$ -
Total R&P Prop. Rel. & Ref.			\$ 6,219.80
Vehicle Releases			
Hargrove, Carla Boyd	Pro-Rate	2012	\$ 4.57
Rainey, Mathew Christopher	Pro-Rate	2012	\$ 2.16
Richardson, Lillian Haywood	Pro-Rate	2012	\$ 6.31
Brown, Markell Daquan	Pro-Rate	2013	\$ 16.89
Chavis, Jeanette Hart	Pro-Rate	2013	\$ 2.18
Crumpler, Nathan Stanford, Jr.	Pro-Rate	2013	\$ 42.19
Dargan, Joyce Hill	Pro-Rate	2013	\$ 58.17
Davis, Kiziah Gooch	Pro-Rate	2013	\$ 5.22
Davis, Scottie Lopaze	Pro-Rate	2013	\$ 52.75
Dock, Bruce Calvin, Jr.	Pro-Rate	2013	\$ 4.88
Dover, Jonathan Ray	Pro-Rate	2013	\$ 15.94
Glover, Tracy Annen	Pro-Rate	2013	\$ 31.31

Nov 2013 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Hughes, Mickey Mantle	Pro-Rate	2013	\$ 5.83
Hunter, Zelton Arthaniel	Pro-Rate	2013	\$ 8.28
Keith, Lashonda Denise	Pro-Rate	2013	\$ 25.25
Lee, Tony Curtis, Jr.	Pro-Rate	2013	\$ 6.15
Lyons, Jernetta Williams	Pro-Rate	2013	\$ 15.56
McClinton, Rasheeda Lakeem	Pro-Rate	2013	\$ 7.00
Morales, Danilo Azotillo	Correct Value	2013	\$ 9.61
Roberts, Sheila Baines	Pro-Rate	2013	\$ 19.09
Stott, John Michael	Pro-Rate	2013	\$ 110.61
Usher, Katie Elizabeth	Correct Situs	2013	\$ 143.36
Wilkins, Kandis Kearney	Pro-Rate	2013	\$ 16.57
Yarborough, Darrell Anthony	Pro-Rate	2013	\$ 18.96
Total Vehicle Releases			\$ 628.84
Vehicle Refunds			
Alston, Marie Smithwick	Pro-Rate	2012	\$ 1.16
Archie, Nathaniel	Pro-Rate	2012	\$ 1.58
Boyd, Nathaniel Jr.	Pro-Rate	2012	\$ 1.33
Brandon, Carol Annette	Pro-Rate	2012	\$ 4.00
Bullock, Sonya Nekea	Pro-Rate	2012	\$ 16.34
Floyd, Shannon Patrice	Pro-Rate	2012	\$ 3.47
Hughes, Mickey Mantle	Pro-Rate	2012	\$ 0.72
Lee, Mason Carl	Pro-Rate	2012	\$ 0.60
Rodriguez, Sandro Barrera	Pro-Rate	2012	\$ 0.51
Small, Betty Jean	Pro-Rate	2012	\$ 6.92
Taylor Chiropractic	Pro-Rate	2012	\$ 65.76
Williams, Nea Nicole	Pro-Rate	2012	\$ 11.24
Lewis, Amanda Leigh	Pro-Rate	2013	\$ 10.55
Parks, Nicole Lynette	Pro-Rate	2013	\$ 5.34
Total Vehicle Refunds			\$ 129.52
Tot. Veh. Rel. & Ref.			\$ 758.36
Total All Releases & Refunds Nov 2013			\$ 6,978.16

Dec 2013 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Real & Personal Property			
Releases			
Green, Bryant	Lost to Foreclosure	2003	15.31
Hodge, Carolina Estate	Lost to Foreclosure	2003	28.37
Green, Bryant	Lost to Foreclosure	2004	16.06
Hodge, Carolina Estate	Lost to Foreclosure	2004	29.76
Green, Bryant	Lost to Foreclosure	2005	16.82
Hicks, Edward H Heirs	Lost to Foreclosure	2005	13.00
Hodge, Carolina Estate	Lost to Foreclosure	2005	31.16
Green, Bryant	Lost to Foreclosure	2006	16.82
Hendricks, Craig Cameron	Lost to Foreclosure	2006	24.12
Hicks, Edward H Heirs	Lost to Foreclosure	2006	13.00
Hodge, Carolina Estate	Lost to Foreclosure	2006	31.16
Green, Bryant	Lost to Foreclosure	2007	16.82
Hendricks, Craig Cameron	Lost to Foreclosure	2007	24.12
Hicks, Edward H Heirs	Lost to Foreclosure	2007	13.00
Hodge, Carolina Estate	Lost to Foreclosure	2007	31.16
Green, Bryant	Lost to Foreclosure	2008	19.32
Hendricks, Craig Cameron	Lost to Foreclosure	2008	30.51
Hicks, Edward H Heirs	Lost to Foreclosure	2008	21.58
Hodge, Carolina Estate	Lost to Foreclosure	2008	42.04
Jones, Rebecca & Jordon M Est	Lost to Foreclosure	2008	22.48
Green, Bryant	Lost to Foreclosure	2009	20.01
Hendricks, Craig Cameron	Lost to Foreclosure	2009	31.59
Hicks, Edward H Heirs	Lost to Foreclosure	2009	22.35
Hodge, Carolina Estate	Lost to Foreclosure	2009	43.52
Jones, Rebecca & Jordon M Est	Lost to Foreclosure	2009	246.58
Green, Bryant	Lost to Foreclosure	2010	20.01
Hendricks, Craig Cameron	Lost to Foreclosure	2010	31.59
Hicks, Edward H Heirs	Lost to Foreclosure	2010	22.35
Hodge, Carolina Estate	Lost to Foreclosure	2010	43.52
Jones, Rebecca & Jordon M Est	Lost to Foreclosure	2010	246.58
Green, Bryant	Lost to Foreclosure	2011	20.00
Hendricks, Craig Cameron	Lost to Foreclosure	2011	31.59
Hicks, Edward H Heirs	Lost to Foreclosure	2011	22.34
Hodge, Carolina Estate	Lost to Foreclosure	2011	43.55

Dec 2013 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Jones, Rebecca & Jordon M Est	Lost to Foreclosure	2011	246.57
Williams, Tanisha	Pers Prop Billed	2011	34.78
Dickerson, Henry C Jr	Correct Ownership	2012	(51.29)
Eaton, Tyrone	Correct Ownership	2012	51.29
Green, Bryant	Lost to Foreclosure	2012	20.00
Hendricks, Craig Cameron	Lost to Foreclosure	2012	31.59
Hicks, Edward H Heirs	Lost to Foreclosure	2012	22.34
Hodge, Carolina Estate	Lost to Foreclosure	2012	43.55
Jones, Rebecca & Jordon M Est	Lost to Foreclosure	2012	246.57
Star Grocery	Correct Ownership	2012	768.01
Williams, Tanisha	Pers Prop Billed	2012	34.78
Aiken, Kirby Glenn	Correct Ownership	2013	525.75
Arby's Restaurant Gro	Correct Value	2013	42.44
B & L Properties	Correct Ownership	2013	65.42
Cawthorne, William Glenn	Correct Value	2013	146.32
Compare Foods	Add Late Listing Penalty	2013	(15.91)
Davis, Harold D	Correct Value	2013	18.22
E & B Partnership	Correct Value	2013	(1,244.68)
Evans, Marie H	Real Prop Billed in Error	2013	31.00
Freedom Life Church	Religious	2013	6,731.49
Green, Bryant	Lost to Foreclosure	2013	21.20
Hawkins, Rosa Lee Brown	Reg Veh Billed in Error	2013	420.93
Hendricks, Craig Cameron	Lost to Foreclosure	2013	33.48
Hernandez, Sergio	Pers Prop Billed	2013	47.53
Hicks, Edward H Heirs	Lost to Foreclosure	2013	23.67
Hodge, Carolina Estate	Lost to Foreclosure	2013	46.15
Hunt Investments, LLC	Correct Value	2013	3,991.84
Jones, Rebecca & Jordon M Est	Lost to Foreclosure	2013	261.32
Jones, Stella D	Real Prop Billed in Error	2013	257.36
Lloyd, Robert B	Correct Ownership	2013	(65.42)
McKnight, Catherine	Correction Exemp	2013	279.00
Rent A Center	Correct Value	2013	30.18
Rice, Kelly	Correct Ownership	2013	(326.92)
Rice, Ramona Merriman	Correct Ownership	2013	326.92
Tarheel Regional Comm	Charitable Allocation	2013	196.55
USOC of NC	Correct Value	2013	(44.62)
Warren-Vance Community	Correction Exemp	2013	51.99
Williams, Tanisha	Pers Prop Billed	2013	36.86
Total R&P Property Releases			14,638.45

Dec 2013 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Real & Personal Property			
Refunds			
Knoll Terrace	Pers Prop Billed	2013	81.84
Total R&P Property Refunds			81.84
Total R&P Prop. Rel. & Ref.			14,720.29
Vehicle Releases			
Collins, Alphonso Ricardo	Pro-Rate	2012	38.88
Kerr Area Transportation	Charitable Allocation	2012	82.42
Terry, Dwayne Marcello	Military, Non Resident	2012	80.60
Turrentine-Whitaker	Pro-Rate	2012	6.64
Vass, George Calvin	Pro-Rate	2012	24.11
Adams, Jasmine Leilah	Pro-Rate	2013	23.32
Barrett, David Lee	Pro-Rate	2013	186.61
Crosson, Shariah Perry	Reg Veh Billed in Error	2013	20.23
Edwards, Stephen Hampton	Reg Veh Billed in Error	2013	50.11
Evans, Tiffany Vishond	Pro-Rate	2013	44.35
Franklin Construction	Pro-Rate	2013	142.09
Hargrove, Jessica Manique	Pro-Rate	2013	4.21
Hauter, Alexander Nagi	Pro-Rate	2013	30.52
Henderson, Ronald	Pro-Rate	2013	4.82
Hillard, Brian Andrew	Pro-Rate	2013	6.86
Jarrell, Frances Jones	Pro-Rate	2013	7.72
Johnson, Frankie Donnell	Pro-Rate	2013	2.81
Noel, Robert Frederick	Pro-Rate	2013	58.20
Parham, Stacy Barnard	Correct Value	2013	5.40
Williams, Linda Branch	Pro-Rate	2013	16.66
Total Vehicle Releases			836.56
Vehicle Refunds			
Griffin, Lynne Byerly	Pro-Rate	2012	4.63
Lassiter, Alvin Lee	Pro-Rate	2012	0.49
Maroke, Sony	Pro-Rate	2013	62.83
Stevenson, John Richard	Pro-Rate	2013	14.39
Waverly, Willie Lee Sr.	Pro-Rate	2013	7.70
Total Vehicle Refunds			90.04
Tot. Veh. Rel. & Ref.			926.60
Total All Releases & Refunds Dec 2013			15,646.89
Total All Releases & Refunds Nov & Dec 2013			\$ 22,625.05

Meetings and Events Calendar

<i>Date</i>	<i>Time</i>	<i>Event</i>	<i>Location</i>
Jan 31 st	10:00 AM	<i>Henderson-Vance E-911 Advisory Board Meeting</i>	E-911 Operations Center
Feb 3 rd	3:30 PM	<i>Henderson Planning Board</i>	City Council Chambers
Feb 4 th	3:30 PM	<i>Henderson Zoning Board of Adjustment</i>	City Council Chambers
Feb 10 th	9:30 AM	<i>KLRW Advisory Board Meeting</i>	City Hall Large Conference Room
Feb 10 th	6:00 PM	<i>City Council Regular Meeting</i>	City Council Chambers
Feb 11 th	3:00 PM	<i>Henderson Community Appearance Commission</i>	City Council Chambers
Feb 13 th	12:00 PM	<i>Henderson-Vance Park & Recreations Commission</i>	Aycock Recreation Center
Feb 19 th	6:00 PM	<i>City Council Strategic Planning Retreat</i>	Henderson Country Club
Feb 20 th	8:00 AM	<i>City Council Strategic Planning Retreat</i>	Perry Memorial Library
Feb 24 th	6:00 PM	<i>City Council Meeting Work Session to Follow</i>	City Council Chambers
Mar 3 rd	3:30 PM	<i>Henderson Planning Board</i>	City Council Chambers
Mar 4 th	3:30 PM	<i>Henderson Zoning Board of Adjustment</i>	City Council Chambers
Mar 10 th	5:00 PM	<i>Library Advisory Board Meeting</i>	Perry Memorial Library
Mar 10 th	6:00 PM	<i>City Council Regular Meeting</i>	City Council Chambers
Mar 11 th	3:00 PM	<i>Henderson Community Appearance Commission</i>	City Council Chambers
Mar 13 th	12:00 PM	<i>Henderson-Vance Park & Recreations Commission</i>	Aycock Recreation Center
Mar 20 th	7:00 PM	<i>Human Relations Commission</i>	City Council Chambers
Mar 24 th	6:00 PM	<i>City Council Meeting Work Session to Follow</i>	City Council Chambers
Mar 28 th	10:00 AM	<i>Henderson-Vance E-911 Advisory Board Meeting</i>	E-911 Operations Center
Apr 1 st	3:30 PM	<i>Henderson Zoning Board of Adjustment</i>	City Council Chambers

Last Updated 1/24/2014



HENDERSON POLICE DEPARTMENT

MONTHLY REPORT

December 2013

Marcus Barrow, Chief of Police

01/15/2014

"Semper vigil"

Chief's Comments



Marcus Barrow, Chief of Police

The members of the Henderson Police Department are excited to start a new year, 2014, and we hope to continue our cooperation with other agencies and shareholders in improving the conditions that our citizens live in.

In the upcoming months we will see the “faces” of the agency change a great deal with upcoming promotions and appointments of officers and employees to new positions. These promotional processes are necessary due to the vacancies created through my appointment from Interim Chief (Captain) in December 2013 and the retirement of Lt. Marshal Perry on 01/31/2014. Lieutenant Perry has done an outstanding job over the past three (3) years making sure that our agency has been compliant with CALEA Accreditation Standards and overseeing our re-accreditation effort in 2013. He has been an incredible asset to the department during his career and we hope to be allowed to retain that knowledge and experience by having him work as a Reserve Officer and part-time employee in the 2014-2015 Fiscal Year.

We concluded our fourth re-accreditation through CALEA in early December 2013. The Assessors were highly complementary of the Henderson Police Department and the community that they came in contact with during the assessment. They indicated their recommendation to the CALEA Commission would be for this agency to receive re-accreditation at the March 2014 conference. Our agency is extremely appreciative of the support we received during this visit.

As the newly appointed Chief, I am excited for what lays ahead for this City. We will continue our work to connect this agency with the community it serves. We will remain unwavering in our use of the ATF in removing violent and dangerous offenders from this community. I am convinced that we are on the verge of seeing our hard work come to fruition.

Operations Division



Lieutenant S.T. Vaughn, Acting Captain (Division Commander)

Patrol Activity Summary by Patrol Section December 2013

Section #	Incidents	Persons Arrested	Collisions Investigated	Citations	*Warrants Served	Warrants** Attempted
Section 1	68	27	31	73	10	32
Section 2	79	38	22	36	5	9
Section 3	88	47	33	32	13	17
Section 4	77	30	17	95	10	52
CID	NA	NA	NA	NA	6	3
Totals	312	142	103	236	44	113

*Warrants – This is a count of the number of occasions when a Warrant for Arrest, an Order for Arrest or a Criminal Summons were listed as the sole type of arrest for the person arrested and the date arrested was not the same as the date on the warrant. Each person is only counted once per arrest occasion, regardless of the number of warrants served.

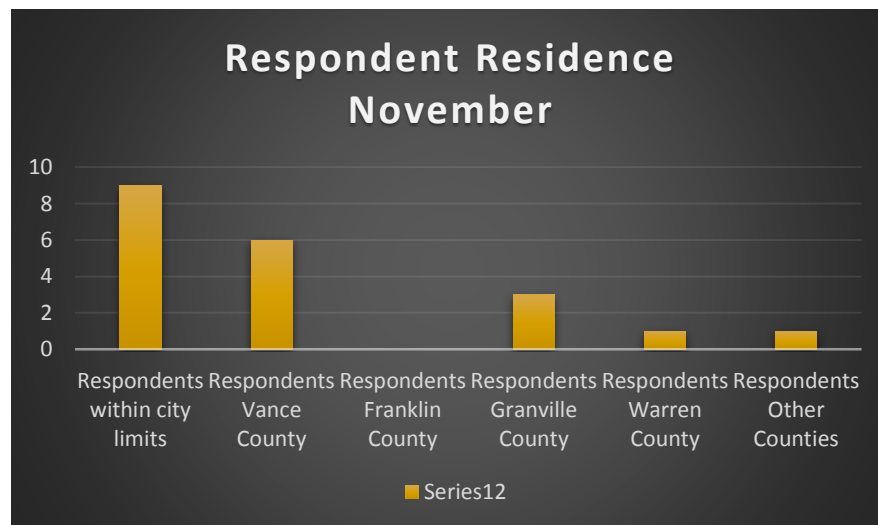
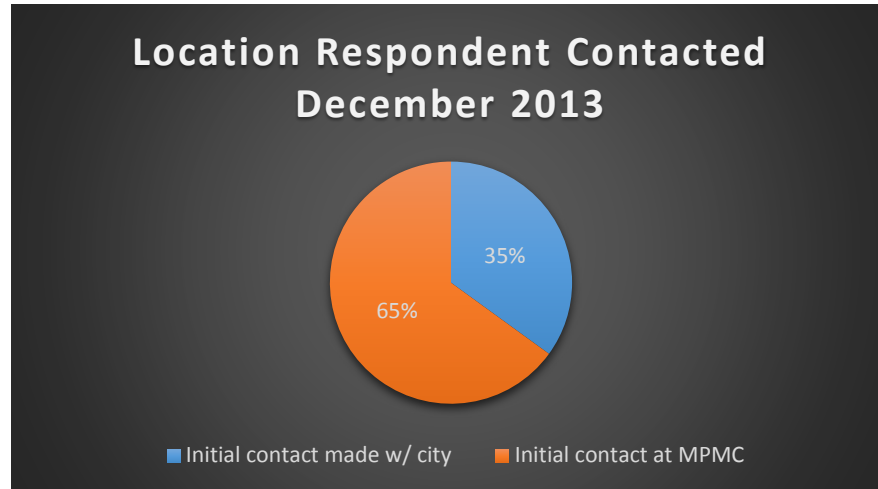
Active Warrants on file by Section as of December, 2013 (Including Criminal Investigations)

Zones	Warrants	OFA	Worthless Check	Criminal Summons	Warrant for Child Support	Fugitive
Zone 1	51	132	1	20	2	0
Zone 2	16	30	0	4	1	0
Zone 3	30	86	0	6	0	0
Zone 4	37	106	0	12	0	0
CID	29	7	0	0	0	0
Total	163	361	1	42	3	0

As this chart shows the warrants received by the Henderson Police Department for “Order for Arrest” (meaning the wanted person did not show in court or violated a court appearance order or has a true bill of indictment) is almost twice the number of original warrants on file by the department. The number of persons wanted for missing court cases remains very high despite the issuance of bonds in some cases.

Involuntary Commitment Order Service and Committed Time

Starting in September 2013 the Henderson Police Department began reporting and tracking in detail the circumstances and time committed for officers serving and standing by with persons being served Involuntary Commitment Orders at Maria Parham Medical Center. This is being done in order to show over an extended period of time the manpower hours that are being occupied by this function under Mental Health Laws due to the lack of facilities for family members or patients to go on their own to be evaluated for needed mental health treatment.



Month	Calls For Service	Incident Reports	Monthly Hours	Hours at MPMC	Respondents within city limits	Respondents Vance County	Respondents Franklin County	Respondents Granville County	Respondents Warren County	Respondents Other Counties	Initial contact made w/ city	Initial contact at MPMC	Total Wages for Coverage
September	50	30	720	637.5									\$13,973.58
October	41	26	744	331.5									\$7,268.20
November	37	24	720	421.5	8	12	1	1	1	1	3	21	\$7,738.63
December	41	20	744	453.25	9	6	0	3	1	1	7	13	\$6,968.31
Total	169	100	2928	1843.75	17	18	1	4	2	2	10	34	\$28,343.37

CRIMINAL INVESTIGATIONS DIVISION



Lieutenant Christopher D. Ball, Division Commander

Criminal Investigations Division December 2013

Cases Received	61
Cases Suspended	5
Cases Cleared (Solved)	9
Unfounded Reports Identified	1
Witnesses Interviewed	66
Victims Interviewed	81
Suspects Interviewed	17
Warrants Obtained	1
Warrants Attempted	3
Warrants Served	3
Search Warrants Obtained	1
Search Warrants Executed	1
Property Recovered	12

On December 21, 2013 members of the Criminal Investigation Division assisted with the follow-up investigation involving the robbery of Little Cesear's Pizza on Dabney Drive. During the course of the investigation, Quincey Terry, 20, of 72 Computer Lane Henderson, NC was arrested and charged with robbery with a dangerous weapon. Mr. Terry received a \$75,000 secured bond.

Members of the Criminal Investigation Division during the month of December assisted in distributing meals and toys to families in need. These events create a positive connection and fulfills the ongoing relationship between the police department and the community.

Juvenile Services

Juveniles Contacted Released to Parents	5
Juveniles transferred to Juvenile Services Custody	1
Juvenile Petition – Not School Related	2
Missing Juvenile	0
Assault	2
Property Damage	5
Larceny	0
Undisciplined Juvenile	1
Neglect	1
Drug Possession/Alcohol	0
Weapon in Public	0
Possess Firearm/Stolen Property	2
Communicating Threats	0
Breaking and Entering	1
Fight	5
General Contacts	3

Property and Evidence/Crime Scene Technician Unit

Number of items collected for the month:	262 items
Total amount of U.S. Currency collected:	\$137,237.00
Total amount of firearms collected:	10

Total amount of marijuana seized:	427.02 grams
Total amount of cocaine seized:	1357.4 grams
Total amount of heroine seized:	32.7gm/9 dosage
Total number of pills and prescription meds seized:	6.5 dosage units
Total number of items returned to owner by court order:	12 items
Total number of items returned to owner by officer request:	7 items
Total number of items destroyed by court order:	4
Total number of video cd made/copied:	17 CD/DVD
Total number of copies of evidence (paperwork) for investigation:	7 items
Total number of evidence packages sent to SBI lab:	19 items
Crime Scenes for month of Dec 2013:	0
Vehicles Processed for month of Dec 2013:	1
Total of items processed/seized at HPD:	5
Training Hours:	4 hours
Firearm E-Trace's	7 Traces
Bike Hours	4 hours
Supplement Reports	2
Court Appearances	3 Days

SPECIAL OPERATIONS DIVISION**Lieutenant D. Allen Hedgepeth, Division Commander****Vice/Narcotics Unit**

Felony Arrests	11
Misdemeanor Arrests	5
Training Hours	24
Marijuana Seized	369.1 grams
Heroin Seized	48 grams
Cocaine/Crack	1,991.2 grams
US Currency Seized	\$146,328.00
Guns Seized	6
Citations Issued	10
Search Warrants Executed	9
Prescription Drugs Seized	6

A multi-agency narcotics campaign was started November 1, 2013. This is currently ongoing.

There was no activity involving the Henderson Police Department members of the North Carolina Secretary of State Anti-Counterfeiting Task Force as no cases of counterfeit materials were identified in this area recently. The Task Force continues to be available if needed and it is recommended that the Task Force status remain active at this time.

SERVICES DIVISION**Captain Perry Twisdale, Division Commander**

Staff Inspections Conducted	1	Line Inspection Reports Received	0
Radio / Vehicle Equipment Repair Requests	3	Equipment Repairs Completed	1
Computer System repairs / upgrades	6	Employment Applications Received	1
Background Investigations Completed	0	New Employees Hired	0
Current Sworn Vacancies	1	Current F/T Civilian Vacancies	0
Current P/T Civilian Vacancies	0		

Comments:

During the month of December the Services Division updated two (2) General Orders as a result of the CALEA on site assessment. The first two weeks of December were committed to preparing and hosting the CALEA assessors during our on site. Overall the assessment went well with the assessors indicating that the final report will be positive and will recommend our agency being re-accredited at the March 2014 CALEA Conference. Chief Barrow and Lt. M.L. Perry will be attending the conference to appear before the Commission committee that will make the final decision. Everyone in the department that was interviewed or came in contact with the assessors during the onsite did a great job.

There are currently 15 applications on file and of those four (4) are certified and their backgrounds are being investigated by Patrol Commanders. With the selection of Chief Barrow as the full time chief we are currently one (1) position from being fully staffed.

The Services Division is also making preparations for the retirement of Lt. Marshall Perry on 01/31/2014. Lieutenant Perry has done an outstanding job for the Department through the years as a Police Officer, Police Sergeant, Section Commander and Lieutenant of Professional Services/Accreditation. The Services Division has requested in the 2014-2015 budget to have Lt. Perry hired as a part-time employee to work on CALEA accreditation again for the next three (3) years ahead of our next onsite due to his outstanding performance over the past three (3) years.

Services Division personnel also worked with other agency personnel on the Department's Christmas gatherings, building decorations, charity drives and the annual Christmas Parade. Services Division staff will again focus in January 2014 on grants reporting and preparation, annual reports and analysis, budget preparation and upcoming promotional processes resulting from Chief Barrow's full time-appointment.

The Henderson Police Department used \$13,939 of fuel in December. This was below the monthly average needed for the remaining budget year which is now \$17,555. The monthly average is based solely on the line item for fuel. This year there is an additional line item for filters in the amount of \$50,000. Monies from this line item can be transferred to the fuel line item or maintenance line item if needed. Balances are as follows:

1. Fuel- \$105,335
2. Maintenance- \$31,417
3. Filters- \$50,000
- Total Remaining- \$186,753

Vehicle 141 (J. Thomas) was the biggest consumer of fuel at 198 gallons. The total year budget was set at 295,400. We are currently at the six month mark and should have 147,700 left if every month was divided equally. We currently are \$39,035 above budget. If the current trend in fuel consumption continues there should be a surplus at the end of the fiscal year.

Crime Prevention/Community Services

Community Watch Group	Date	# In attendance
Hick's club Community Watch	12-02-13	14 residents present
Ruin Creek Community Watch	12-02-13	22 residents present
Pinkston Street Community Watch	12-05-13	22 residents present
White Oak & Lakeview Community Watch	12-10-12	15 residents present
Coventry House Inn Community Watch	12-12-13	14 residents present

Event	Date	Presented by
Henderson Parade	12-01-13	Lt. Robinson/Thorpe
Vance Gang Awareness Partnership Gang Presentation Shiloh Church	12-03-13	Lt. Robinson
Cedar Hurst Apartments Tree Lighting	12-03-13	Officer Thorpe
Salvation Army bell ring Wal-Mart	12-06-13	Lt. Robinson/Thorpe
City Of Henderson Luncheon	12-05-13	Lt. Robinson/Thorpe
Vance Gang Awareness Partnership Gang Presentation Spring St. Church	12-10-13	Lt. Robinson
Vance Gang Awareness Partnership Gang Presentation Davis Chapel	12-12-13	Lt. Robinson/ Thorpe
Spring Street Church Safety Presentation	12-17-13	Officer Thorpe

Meeting	Date	Attended
F-V-W Family Resource Advisory	12-05-13	Lt. Robinson
Vance Gang Awareness Partnership meeting	12-05-13	Lt. Robinson/Thorpe
ACT's Meeting	12-09-13	Lt. Robinson
Safe Kids meeting	12-11-13	Lt. Robinson/Thorpe
Crime Stoppers meeting	12-11-13	Lt. Robinson/Thorpe
Judicial Attendance Council	12-13-13	Officer Thorpe
Juvenile Crime Prevention Council	12-19-13	Lt. Robinson /Thorpe
Salvation Army Board meeting	12-19-13	Lt. Robinson

Police Records and Crime Analysis

The following are overall call activity and the most active types of calls for service by all divisions in the month of December 2013. Please note that not all responses to calls result in a written investigation or an arrest.

Total Calls for Service	2273
Total Responding units for all calls	3729
911 Hang Up Calls	26
Alarm Calls	71
False Alarms	91
Assist Motorist	54
Assault Calls	23
B&E Motor Vehicle	2
Civil Disputes	41
Disorderly Person	54
Domestic Problem	46
Drug or Alcohol Complaint	17
Escorts	119
Fraud/Forgery	19
Fight Report	14
Harassment/Threat Reports	17
Intoxicated Person	9
General Investigation	454
Loitering	5
Loud Music	32
Property Damage	37
Missing Persons	5
Prowler	11
Shots Fired Reports	34
Suspicious Person	40
Suspicious Vehicle	36
Vehicle Stop	449
Trespassing	32
Warrant Service/Attempt	152

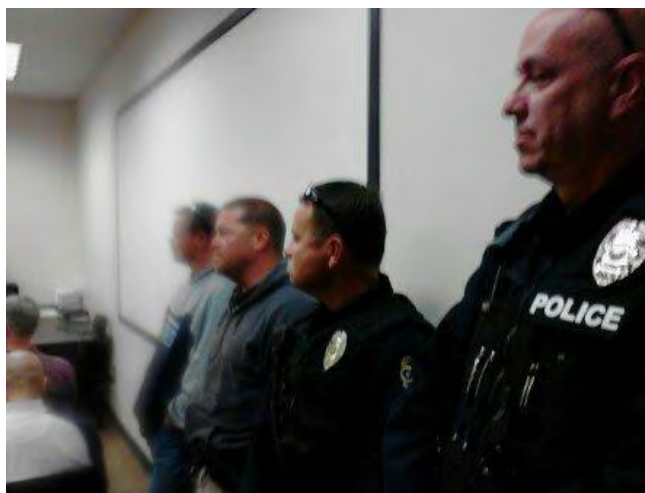
Monthly Crime Reporting and Analysis

The monthly UCR Part I Crime Report is attached with this monthly report. Also completed this month was a comprehensive review of all Part I crime by Patrol Zones which has been disseminated to the Command Staff.

While the numbers included show both the December Part 1 Crime information as well as overall totals for the year of 2013 it should be noted that these are **preliminary totals only**. Some incidents reported as Part 1 Crimes are still being reviewed and investigated and these figures may change based on the results of an investigation. For example, a report of a breaking and entering to a residence may be investigated and found to be a property damage (a Part 2 crime) if no evidence of entry was found.

As in November there were two trends that continued through December. Part I Property crimes are about 15% lower than they were in December 2012 and this has continued a downward trend overall after property crimes showed an increase in 2009 and then a “plateau” at a higher rate in 2010 and 2011.

Although Henderson has an overall increase in Violent Crime (due to the rise in 2013 of Aggravated Assaults) the amount of the increase has gone backwards since January 2013 from an almost 100% increase to a 30% increase. Even with that increase the cause of the increased numbers may include persons reporting crimes to the Police Department that may not have been reported in the past, especially those dealing with violent persons after the number of persons arrested and given extensive sentences through Federal Prosecution. Based on these **preliminary** figures we estimate that by the time the Department publishes the annual report for 2013, Part 1 Crimes will have shown an overall decrease of around 12 to 13%.



Four (4) Year Comparison through December 2013

	2010	2011	2012	2013
Murder	5	5	7	4
Rape	4	4	3	5
Robbery	53	77	77	85
Aggravated Assault	108	79	100	130
Burglary	571	417	412	328
Larceny	1342	1363	1175	1031
Motor Vehicle Theft	52	76	85	50
<i>Violent Crime</i>	<i>170</i>	<i>165</i>	<i>187</i>	<i>224</i>
<i>Property Crime</i>	<i>1965</i>	<i>1856</i>	<i>1672</i>	<i>1409</i>

HENDERSON POLICE DEPARTMENT

Part I Crimes

Month-to-Month and Annual Comparison

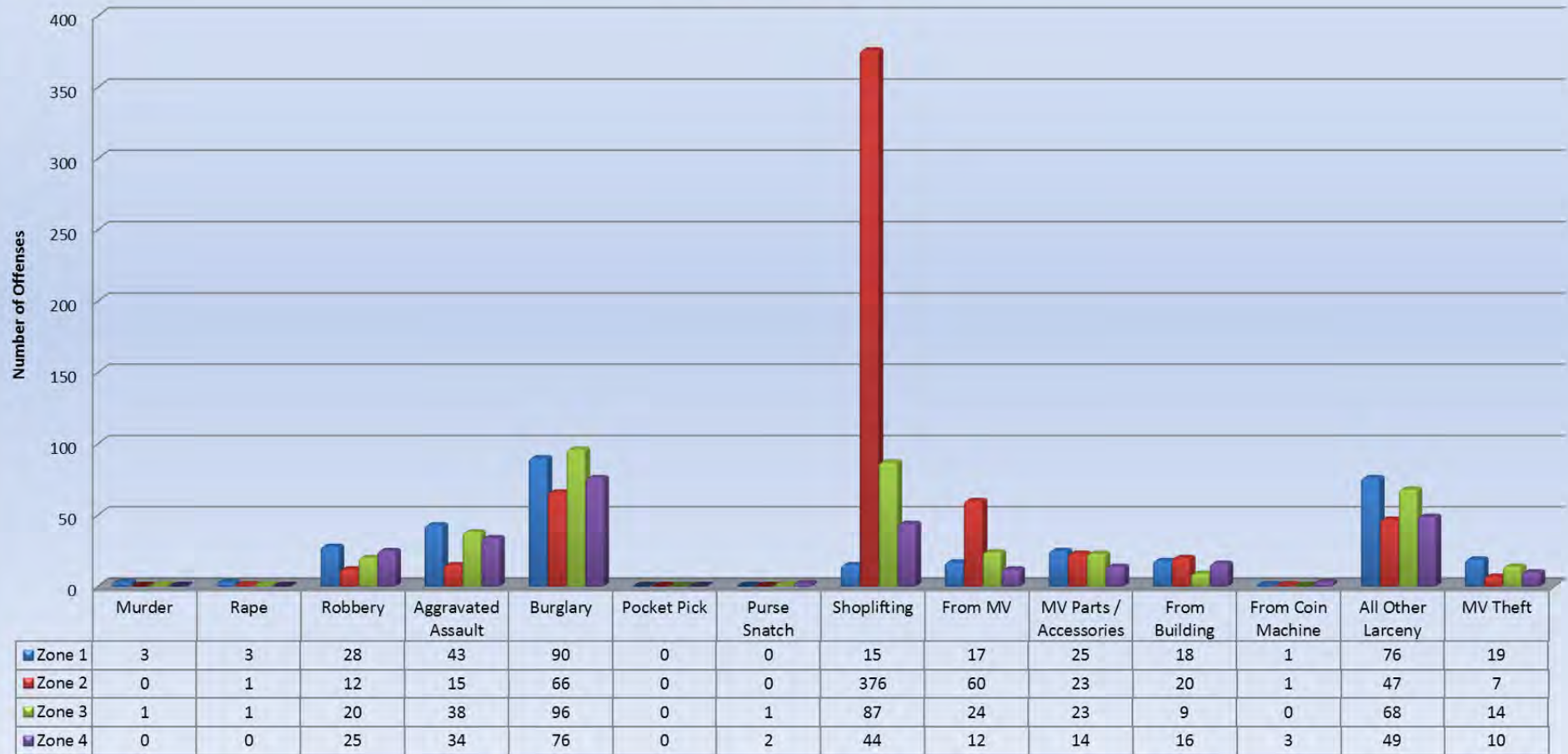
	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec		TOTAL		Change
	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	
Murder			1	3	1				1				1		1				2		1				7	4	-42.9%
Rape				1		1				2			1	1	1		0					1			3	5	66.7%
Robbery	7	5	5	9	6	9	10	10	6	4	11	7	3	3	6	7	4	10	3	11	7	4	9	6	77	85	10.4%
Agg Assault	6	11	3	14	5	7	6	18	6	15	8	11	9	13	4	5	5	8	19	6	13	9	16	13	100	130	30.0%
VIOLENT TOTAL	13	16	9	27	12	17	16	28	12	22	19	18	14	17	12	12	9	18	24	17	21	13	26	19	187	224	19.8%
Burglary	50	53	18	18	35	20	32	23	39	24	45	21	29	35	23	18	28	26	41	29	36	32	36	29	412	328	-20.4%
Larceny (Theft)																											
Pocket Pick					2										1										3	0	-100.0%
Purse Snatch					1		1										1		2						2	3	50.0%
Shoplifting	44	56	35	32	46	45	48	62	47	50	48	51	60	45	38	36	33	36	33	38	32	35	37	36	501	522	4.2%
From MV	15	11	7	6	14	9	13	10	9	15	24	19	43	10	30	4	22	8	13	14	39	4	25	3	254	113	-55.5%
MV Parts	8	6	10	4	11	7	10	11	5	7	6	7	7	5	9	6	5	9	7	11	12	4	3	8	93	85	-8.6%
From Building	1	3		4		8		6		5		7	1	9		1	1	1		7		7		5	3	63	2000.0%
From Coin Machine				1															1		1	2	1	2	3	5	66.7%
All other	31	12	15	23	18	19	29	14	35	17	28	27	26	24	25	21	35	23	32	26	17	22	25	12	316	240	-24.1%
Larceny (Theft) Total	99	88	67	70	92	88	101	103	96	94	106	111	137	93	103	68	96	78	86	98	101	74	91	66	1175	1031	-12.3%
MV Theft	3	3	2		1	1	5	11	5	2	11	7	16	5	14	6	7	4	10	4	7	2	4	5	85	50	-41.2%
PROPERTY TOTAL	152	144	87	88	128	109	138	137	140	120	162	139	182	133	140	92	131	108	137	131	144	108	131	100	1672	1409	-15.7%
TOTAL INDEX OFFENSES	165	160	96	115	140	126	154	165	152	142	181	157	196	150	152	104	140	126	161	148	165	121	157	119	1859	1633	-12.2%

Note: The preparer does not recommend public release of this data until verified and published by the State Bureau of Investigation. The figures and percentages represented here will change in coming weeks and months due to quality control revisions and other changes in crime classification, case status and case dispositions.

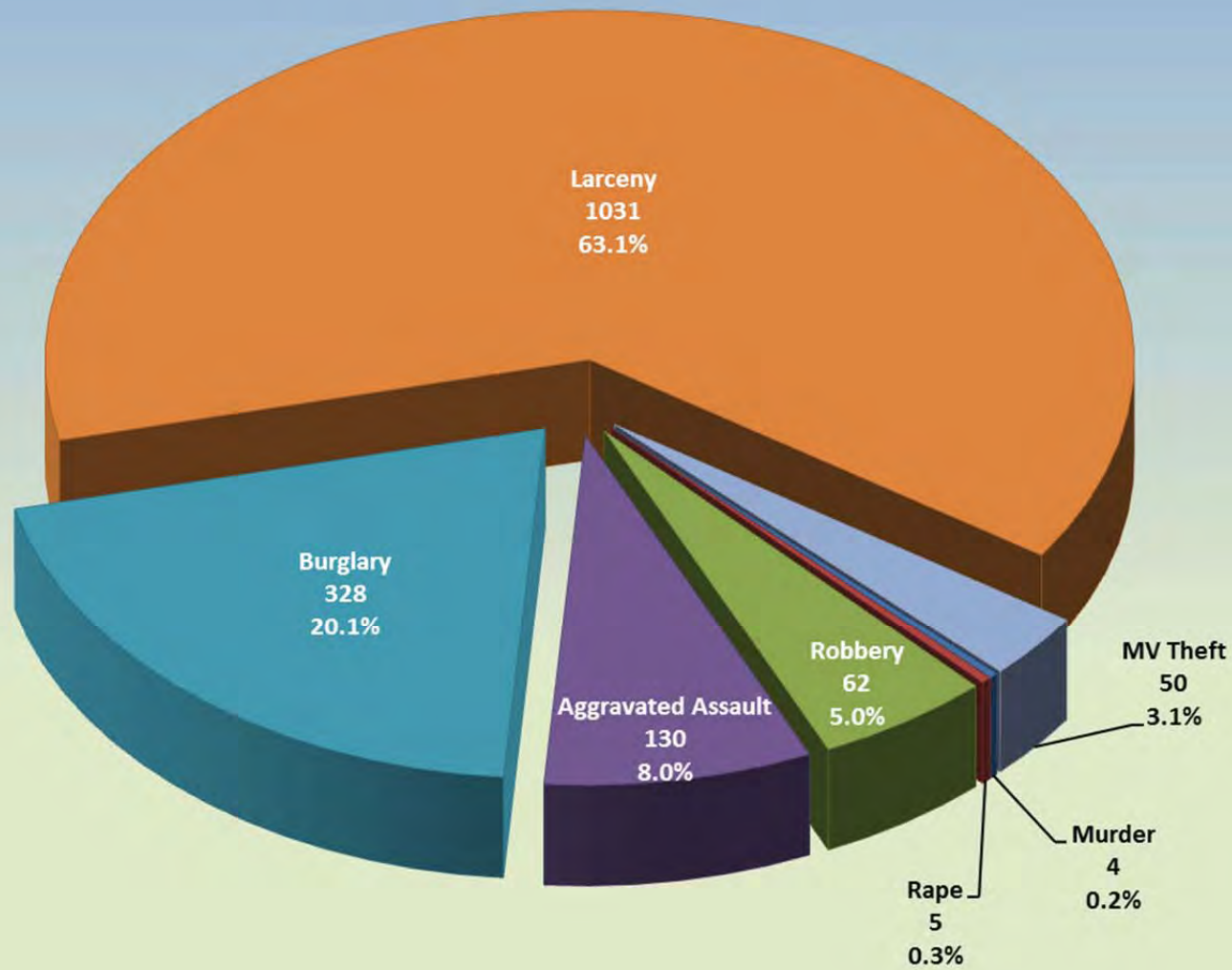
HENDERSON POLICE DEPARTMENT

Year-To-Date Index (Part I) Offenses by Zone

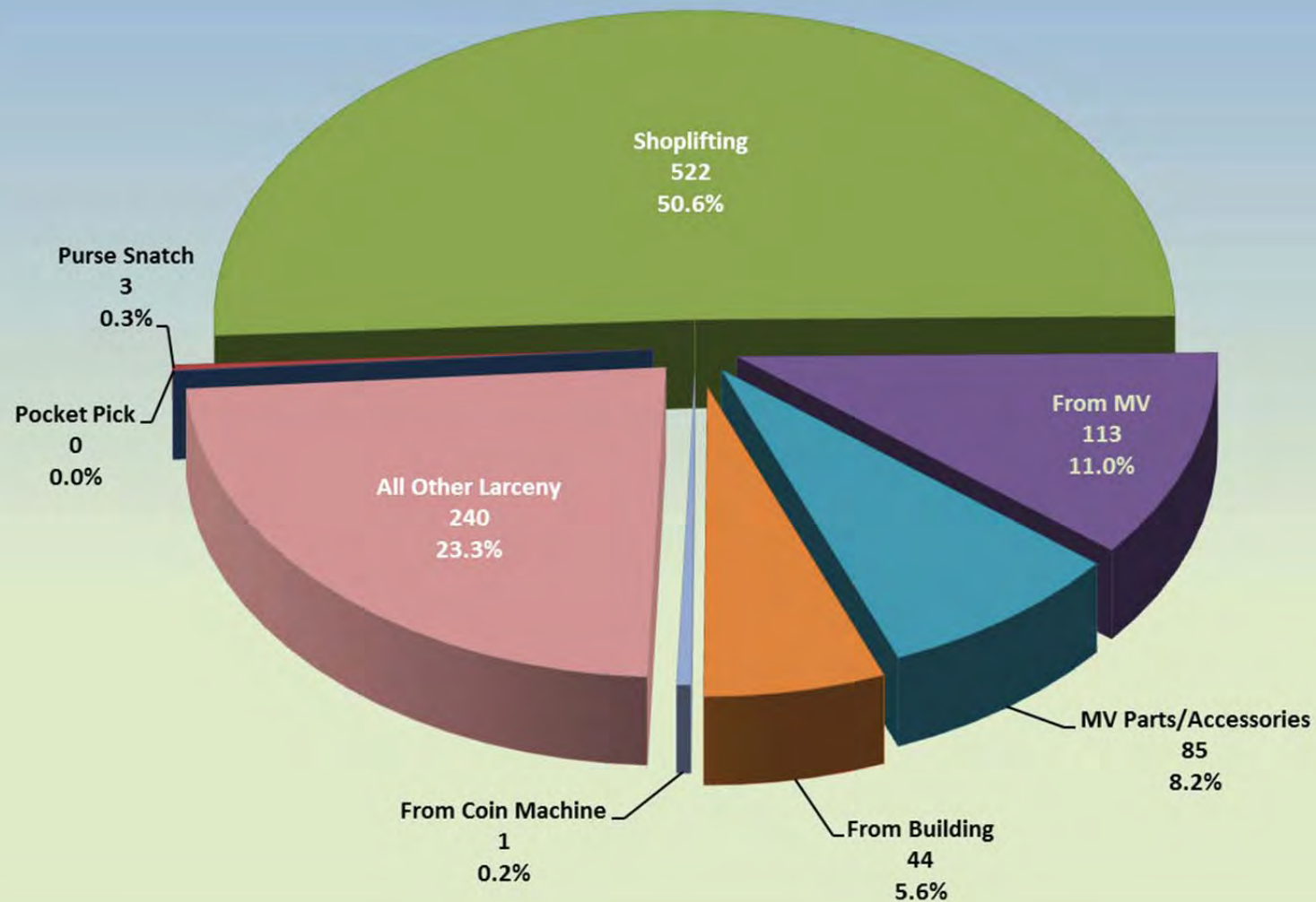
Thru December, 2013



Henderson Police Department
Part I (Index) Crimes Distribution by Category
Year-To-Date Thru December, 2013



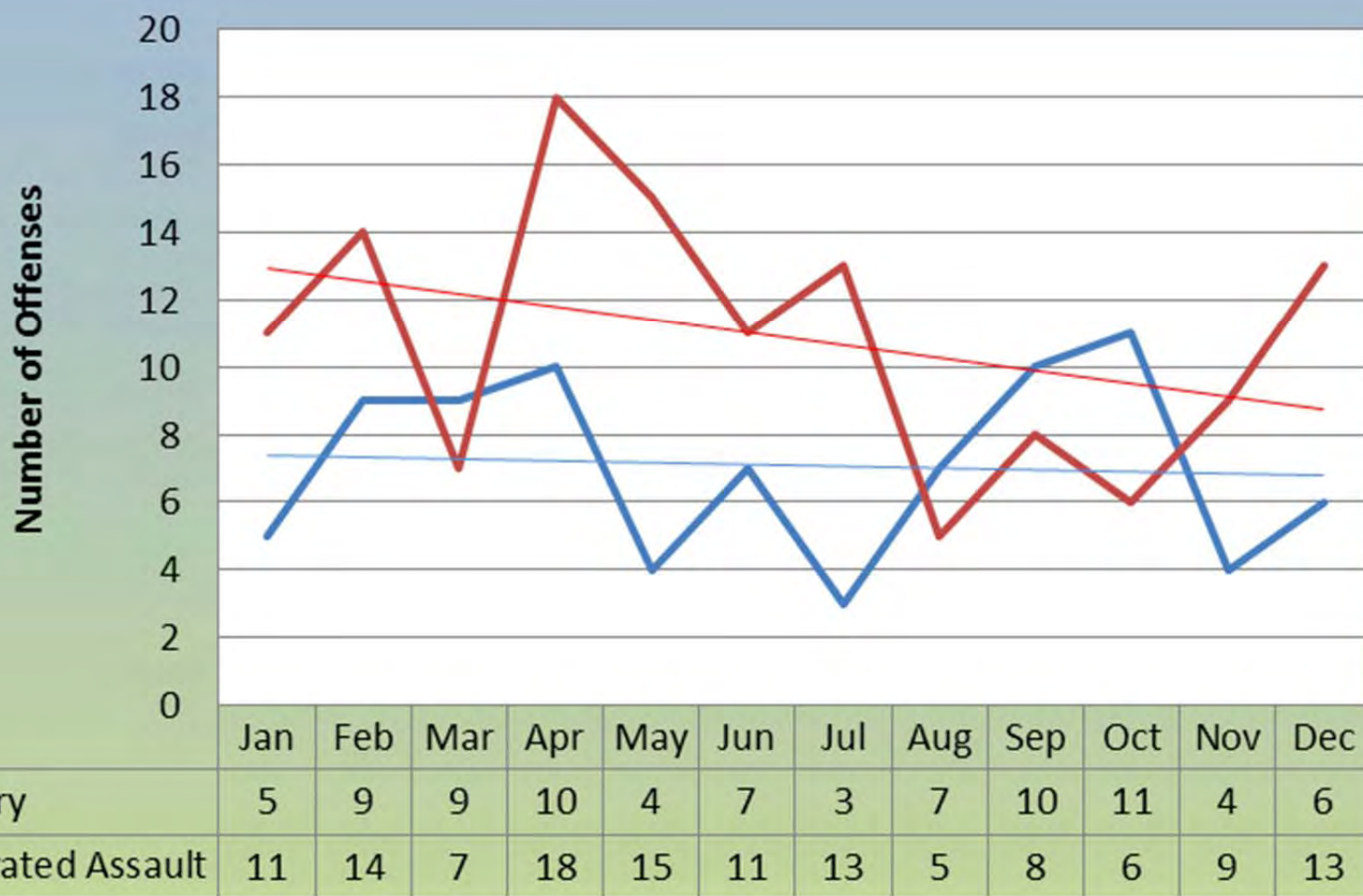
Henderson Police Department
Nature of Larceny-theft Offenses by Sub-Category
Year-To-Date Thru December, 2013



Henderson Police Department

2013 Citywide Offense Counts

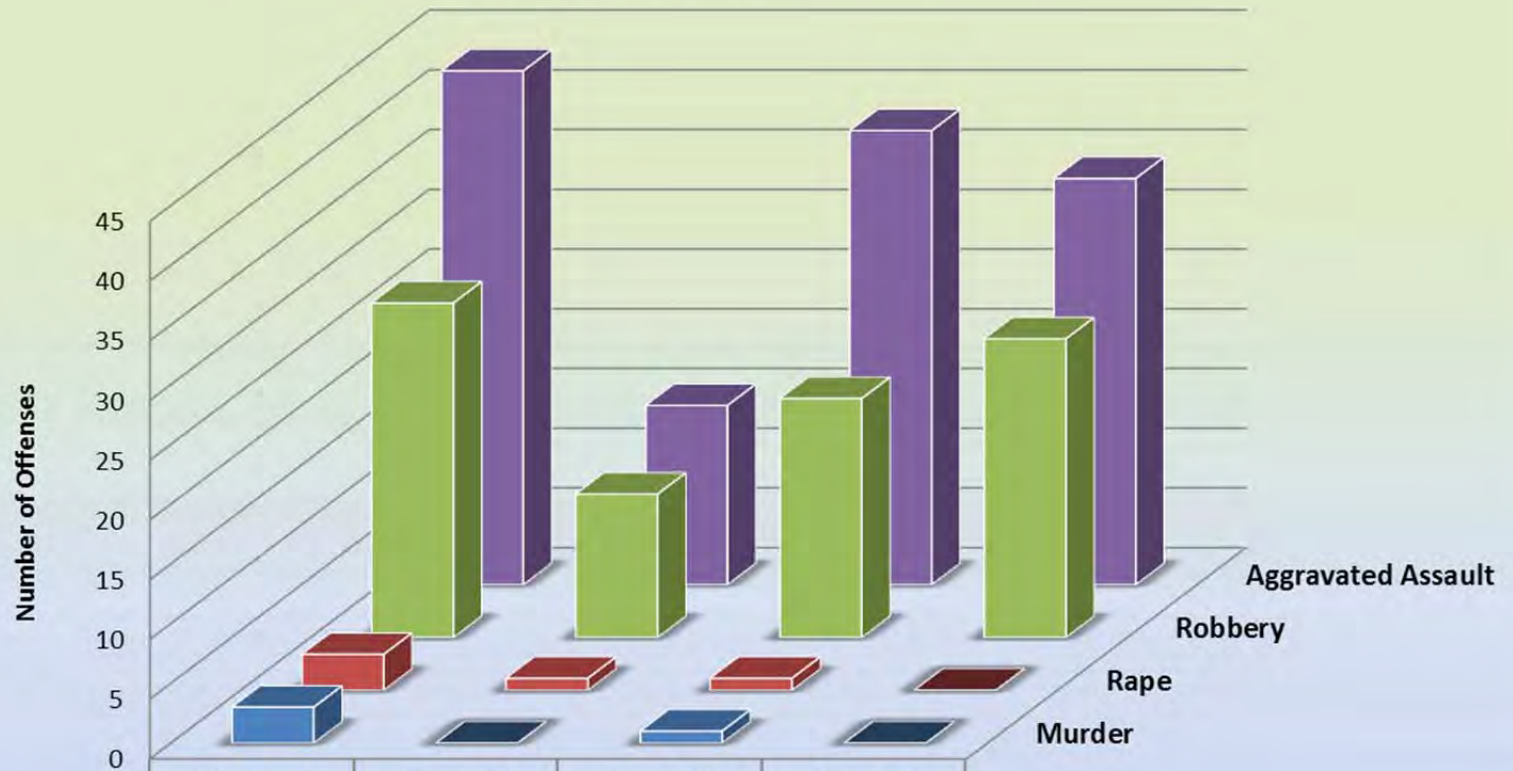
Aggravated Assault and Robbery - By Month



Henderson Police Department

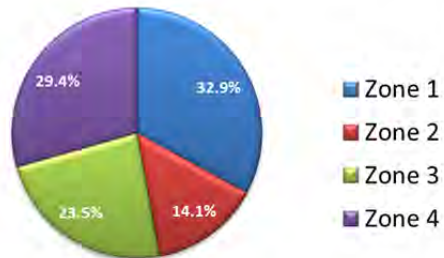
2013 Violent Index Offenses by Zone

Thru December

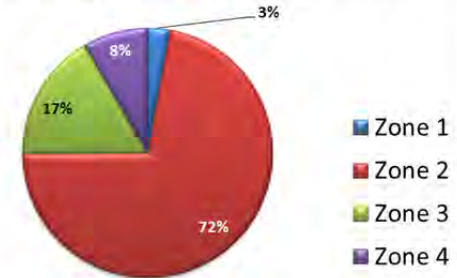


	Zone 1	Zone 2	Zone 3	Zone 4
■ Murder	3	0	1	0
■ Rape	3	1	1	0
■ Robbery	28	12	20	25
■ Aggravated Assault	43	15	38	34

Robbery
Percent of Offenses By Zone
Year-to-Date Thru December, 2013



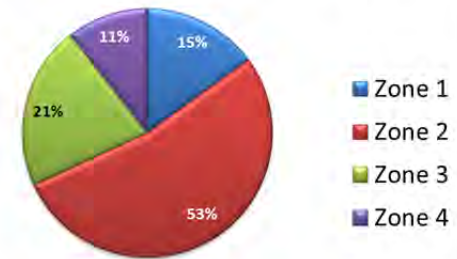
Shoplifting
Percent of Offenses By Zone
Year-to-Date Thru December, 2013



Aggravated Assault
Percent of Offenses By Zone
Year-to-Date Thru December, 2013



Theft from Motor Vehicles
Percent of Offenses By Zone
Year-to-Date Thru December, 2013



Burglary
Percent of Offenses By Zone
Year-to-Date Thru December, 2013





AGENDA

Henderson City Council Work Session

Monday, 27 January 2014 Immediately Following Regular Session

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, Sr.
Councilmember Sara M. Coffey
Councilmember Michael C. Inscoe
Councilmember D. Michael Rainey

Councilmember Brenda G. Peace—Jenkins
Councilmember Garry D. Daeke
Councilmember Fearldine A. Simmons
Councilmember George M. Daye

City Officials

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

I. CALL TO ORDER

II. ROLL CALL

III. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA

IV. REGULAR WORK SESSION

- a)** Consideration of Approval of Resolution 14-11, Awarding Contract for David Avenue Stormsewer Replacement Project in the Amount of \$31,422 to M.T. Murphy, Inc. (CAF 14-17) [See Notebook Tab 14]
 - Resolution 14-11
- b)** Recreation Master Plan Update. (CM 14-05) [See Notebook Tab 15]
- c)** Financial Report – 1st Six Months FY 2014. (CM 14-01)[See Notebook Tab 16]

V. ADJOURNMENT

City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Work Session

3 January 2014

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

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

RE: CAF: 14-17

Consideration of Approval of Resolution 14-11, Awarding Contract for David Avenue Stormsewer Replacement Project in the Amount of \$31,422 to M. T. Murphy, Inc.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 14-11, Awarding Contract for David Avenue Stormsewer Replacement Project in the Amount of \$31,422 to M. T. Murphy, Inc.

Executive Summary

The David Avenue project was submitted for design and replacement due to failure of the existing pipe as discovered by City personnel in early 2013. The failure has caused sediment loss under an existing driveway, causing a substantial hazard to the home owner at 1257 David Ave. as well as potential property damage to the home if left unrepaired. The drainage pipe is located within an existing drainage easement (Db. 466, Pg.636) and runs between the properties of 1257 and 1265 David Ave. (from front to back) and discharges to an existing stream at the rear of the property where the existing easement ends. The project consists of replacing the existing failed pipe for approximately 160 feet, addition of a new junction box to connect the remaining portion of the storm sewer line to the newly installed pipe, remove existing concrete driveway, compact soils and replacing existing concrete driveway as needed.

The project was let out as an informal bid with 5 contractors submitting bids (see bid tabulation). The apparent low bidder is M.T. Murphy, Inc. based out of Raleigh, NC. The base bid at the time of bid opening was \$34,734. Upon further discussions with the contractor and modifications made to the materials being used for the project, the contractor submitted a modified price at \$31,422, a savings of \$3,312.

There are existing funds of \$20,000 in line item 10-570-503307 for storm drain improvements; however, there is not enough funding to cover the total project cost. Since there is not enough funding to complete a major resurfacing project it is proposed to transfer \$13,000 from the Street resurfacing line item (10-570-503308) to cover the remaining funds needed for the project. This would leave \$37,000 for the remainder of this fiscal year for spot resurfacing of existing streets.

Based on the above information, the City staff recommends awarding the contract for this project to M.T. Murphy, Inc. in the amount of \$31,422 for the Street resurfacing line item to Storm Drain improvements. If approved by Council, the Finance Director will prepare the necessary budget transfer to move funds from street resurfacing to storm drain improvements.

Enclosures:

1. Resolution 14-11

RESOLUTION 14-11

AWARDING CONTRACT FOR DAVID AVENUE STORM SEWER REPLACEMENT PROJECT TO M.T. MURPHY, INC. IN THE AMOUNT OF \$31,422

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

WHEREAS, the City staff has found significant problems with the existing storm sewer pipe along David Avenue; *and*

WHEREAS, there is an existing storm sewer easement recorded in Deed Book 466 Page 636; *and*

WHEREAS, informal bids have been solicited for the performance of this work in accordance with North Carolina General Statutes [G.S. 143-131] Informal Bidding Procedure; *and*

WHEREAS, five bids were received for the project, with M.T. Murphy, Inc. being the lowest, responsible bidder; *and*

WHEREAS, partial funding is available for storm drain improvements with the remaining funds to be transferred from Street resurfacing.

NOW THEREFORE BE IT RESOLVED, BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE awarding of the David Avenue Stormsewer Replacement Project to M.T. Murphy, Inc. in the total contract amount of \$31,422, being more fully articulated in **Attachment A** to this Resolution; *and*

BE IT FURTHER RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHORIZE the Mayor and/or City Manager to sign all agreements and documents necessary to effect said agreement.

The foregoing Resolution 14-11 introduced by Council Member ** and seconded by Council Member ** on this the ____ day of _____ 2014, and having been submitted to a roll call vote, was *** by the following votes: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

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

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing is a true and exact copy of *Resolution 14-11* adopted by the Henderson, City Council in Regular Session on _____ 2014 (*See Minute Book 43, p. ***). This Resolution is recorded in *Resolution Book # 3*, pp. **.

Witness my hand and corporate seal of the City, this ** day of *** 2014.

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

Contract
David Avenue Stormsewer Replacement Project
Project No.: COH 13-001

Page C-1

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, in the year 2014 by and between the City of Henderson, North Carolina, party of the first part, hereinafter called the Owner, and M.T. Murphy, Inc. of Raleigh, NC, party of the second part, hereinafter called the Contractor.

WITNESSETH

THAT, WHEREAS, a Contract for:

David Avenue Stormsewer Replacement Project

has recently been awarded to the Contractor by the Owner at and for a sum equal to the aggregate cost of the work to be done and labor, materials, equipment, apparatus and supplies furnished at the prices and rates respectively named therefore, in the Proposal attached hereto:

Total Bid Accepted: \$ 31,422.00

AND WHEREAS, it was one of the conditions of said Award that a formal Contract should be executed by and between the Owner and the Contractor, evidencing the terms of said award, and that the Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order of the Owner, and shall fully complete all work hereunder within 30 Consecutive Calendar Days, of the date specified in the Notice to Proceed.

NOW THEREFORE, THIS CONTRACT FURTHER WITNESSETH THAT, the Contractor doth hereby covenant and agree with the Owner that they will and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Specifications and in accordance with the Plans, at and for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus and supplies furnished at the prices and rates respectively named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon them by said Plans and Specifications and the terms of said Award.

The Contractor shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

The Contractor shall be responsible for all damages to the property of the Owner that may be consequent upon the normal procedure of their work or that may be caused by or result from the negligence of the Contractor, his, its or their employees or agents, during the progress of, or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property so injured to a condition as good as it was when the Contractor entered upon the work.

The Contractor shall furthermore be responsible for, and be required to make good at his, its or their expense, any and all damages of whatever nature, to persons or property, arising during the period of this Contract, caused by carelessness, neglect, or want of due precaution on the part of the Contractor, shall also indemnify and save harmless the Owner, and the officers and agents thereof, from all claims, suits, and proceedings of every name and description which

City of Henderson

November 7, 2013

may be brought against the Owner, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials or workmanship in its construction, or by or on account of any accident, or of any other act of omission of the said Contractor, his, its or their agents, employees, servants or workmen.

It is agreed and understood that the Notice to Bidders, Information to Bidders, Instruction to Bidders, General Conditions, Supplementary Conditions, Special Project Conditions, Technical Specifications together with the enumerated Addenda, if any, the Proposal, and the Plans and/or Drawings are a part and parcel to this Contract to the same extent as if incorporated herein in full.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the performance and payment bonds (or other approved security) hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such Bonds to be unsatisfactory, or if, for any reason, such Bonds cease to be adequate to cover the performance or payment of the work, the Contractor shall, at his, its or their expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional Bond or Bonds or other approved security in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance and payment of the work shall be furnished in a manner and form satisfactory to the Owner.

And the Owner does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of the Contract Documents and the Award, the sum mentioned above, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents and the terms of said Award.

Completion for above listed item(s) shall be defined as completely installed including all associated appurtenances, tested and ready for the intended service.

ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY

All funds will be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders in accordance to local, state and federal regulations.

HISTORICALLY UNDERUTILIZED BUSINESS

Please check the following:

Is your organization registered with HUB office? Yes _____ No _____

Is your organization a minority contractor, small contractor, physically handicapped contractor, a woman contractor, a disabled business enterprise, or a non-profit work center for the blind and severely disabled?

Yes _____ No _____

E-VERIFY

E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other Federal and State agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to Federal Law in accordance with North Carolina General Statute 64-25 et seq. As a condition for any consideration (whether payment or services) from the City rendered under this contract, Contractors (contracting with the City of Henderson) shall comply with the requirements of Article II of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the City utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article II of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance with the terms of this section upon request by the City.

FURTHER AGREEMENTS

Modify the proposal with the use of Reinforced Concrete Pipe in lieu of Corrugated
Plastic Pipe. Attached is the letter that has the price for the use of the RCP for the project.

In Testimony Whereof, of the City of Henderson has caused these presents to be signed in its name by its Mayor and its Corporate seal to be hereto affixed and attested by the City Clerk, all by order of the City Council of the City of Henderson and said party of the second part, acting under and by virtue of the Authority in them vested, have hereunto set their hand seal, the day and year first written above.

OWNER:

ATTEST

THE CITY OF HENDERSON, NORTH CAROLINA

_____(SEAL) BY
Esther McCrackin, City Clerk

James D. O'Geary, Mayor

CONTRACTOR:

ATTEST:

M.T. MURPHY, INC. (SEAL)

Witness

BY

Mitchell T. Murphy, President
(If contractor is a corporation, a partnership, or a
joint venture, attach evidence of authority to sign.)

FINANCIAL CERTIFICATION

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

Katherine C. Brafford, CPA

Date

PERFORMANCE BOND

This Bond is executed on _____, 20____

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of SURETY is _____

The CITY OF HENDERSON is the CONTRACTING BODY.

The amount of the Bond is _____

Dollars (\$ _____)

KNOWN BY ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the Contracting Body, in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain contract with the Contracting Body, dated the ____ day of _____, 20__ a copy of which is hereto attached and made a part hereof for the construction of:

DAVID AVENUE STORMSEWER REPLACEMENT PROJECT

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original terms of said Contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

City of Henderson

November 7, 2013

ATTEST:

Principal Secretary
(SEAL)

Principal

By: _____(3)

Witness as to Principal

Address

Address

Surety

By: _____

Address

Phone Number

ATTEST:

NC Resident Agent
(SEAL)

Witness as to Surety

Address

Note: Date of Bond must not be prior to date of Contract!

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as the case may be
- (3) If Contractor is a Partnership, all partners should execute Bond.

PAYMENT BOND

This Bond is executed on _____, 20____

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of SURETY is _____

The CITY OF HENDERSON is the CONTRACTING BODY.

The amount of the Bond is _____ Dollars (\$ _____)

KNOWN BY ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the Contracting Body, in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain contract with the Contracting Body, dated the _____ day of _____, 20____ a copy of which is hereto attached and made a part hereof for the construction of:

DAVID AVENUE STORMSEWER REPLACEMENT PROJECT

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

City of Henderson

November 7, 2013

ATTEST:

Principal Secretary
(SEAL)

Principal

By: _____(3)

Witness as to Principal

Address

Address

Surety

By: _____

Address

Phone Number

ATTEST:

NC Resident Agent
(SEAL)

Witness as to Surety

Address

Note: Date of Bond must not be prior to date of Contract!

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as the case may be
- (3) If Contractor is a Partnership, all partners should execute Bond.

POWER OF ATTORNEY

(Attach)

CERTIFICATE OF INSURANCE

(Attach)

CERTIFICATE OF ATTORNEY

I hereby certify that I am the duly appointed attorney for the Owner of the Project and that I have examined the foregoing instrument and related Bonds (if required) and I have approved the same as being legal form.

This _____ day of _____, 20_____.

John H. Zollicoffer, Jr., City Attorney



Attn: Peter Sokalski, P.E.
City of Henderson Engineering
P.O. Box 1434
Henderson, NC 27536

December 11, 2013
Re: David Avenue

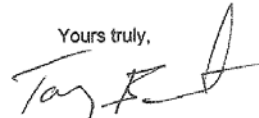
Dear Peter,

We submit the following prices to use 36" RCP class III with six inches of bedding stone in lieu of the 36" HDPE on the David Avenue Storm Replacement Project.

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
STORM REPLACEMENT				
- TIE TO EXIST JUNCTION BOX	1	LS	\$ 2,500.00	\$ 2,500.00
- 36" RCP WITH 6" BEDDING	160	LF	\$ 118.40	\$ 18,944.00
- ANCHORS & STRAPS		EA	\$ 400.00	\$ -
- 5' X 3' JUNCTION BOX	1	EA	\$ 4,070.00	\$ 4,070.00
- REM & REPLACE D/W	60	SY	\$ 35.00	\$ 2,100.00
- REM & REPLACE ROOF DRAINS	20	LF	\$ 12.90	\$ 258.00
- REM & REPLACE CREPE MYRTLE	1	EA	\$ 150.00	\$ 150.00
- SELECT BORROW	50	CY	\$ 15.00	\$ 750.00
- TRAFFIC CONTROL	1	LS	\$ 150.00	\$ 150.00
- SEED & MULCH	0.25	AC	\$ 2,000.00	\$ 500.00
- EROSION LINING	250	SY	\$ 4.00	\$ 1,000.00
- REMOVE TRASH & DIRT	1	LS	\$ 1,000.00	\$ 1,000.00
				\$ 31,422.00

Please let me know if you have any questions or would like to discuss this option in more detail.

Yours truly,



Tony Bryant

City Council Action Form

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Work Session

12 January, 2014

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

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

RE: **CM 14-05: Recreation Master Plan Update**

Ladies and Gentlemen:

Completion of a Comprehensive System-Wide Master Plan (Plan) for the Recreation and Parks Department was approved in the FY 13-14 Budget adopted by City Council. The Kerr-Tar Regional Council of Governments has been contracted to complete the Plan, and began work in October 2013.

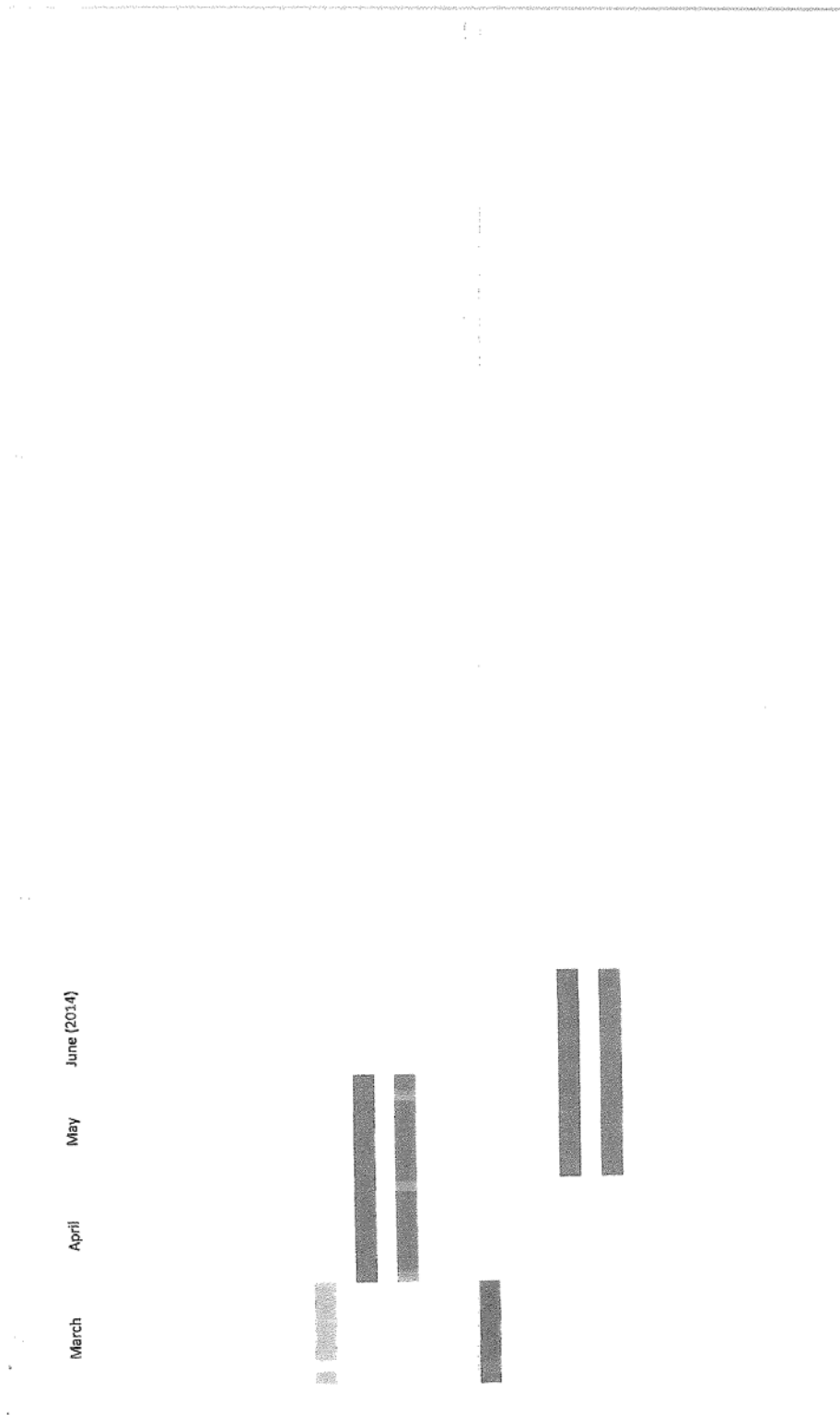
Will Brooks, the Kerr-Tar Regional Council of Governments Planner, has taken the lead on the development of this Plan. Mr. Brooks and Mr. Randy Oxendine, Recreation/Parks Commission Chairman, will report on the status of work on the Plan, including the Citizen Survey and upcoming Community Meeting to be held 4 February 2014 at 6:00 p.m. in the Perry Memorial Library.

Enclosures:

1. Updated Plan Timeline
2. Comprehensive Plan Update Table of Contents
3. Master Plan Public Meeting Flier
4. Master Plan Citizen Survey Flier

Schedule of Work	October (2013)	November	December	January	February
Citizen needs, customer satisfaction, and citizen interests (Survey Monkey)					
Demographic trends and analysis of Henderson-Vance Co.					
Drafting comprehensive plan goals, objectives, milestones, indicators					
Developing an action plan of strategies for reaching Comprehensive plan goals					
Park and Recreation Facilities Inventory and mapping					
Draft of future general guidelines of development for Parks & Rec. facilities					
Prioritize land acquisition needs for future recreation facilities and improvement projects					
Update recommendations for local standards for department facilities, programs, and services					
Develop a set of prioritized recommendations for maintenance and renovation of existing facilities					
Draft a comparison/benchmark resource report of Henderson-Vance and like-size communities					
Facilitate (2) community meetings for broad stakeholder support					
Public hearing with parks & recreation advisory board					
Report to City Council summarizing comprehensive plan findings					

Parks & Recreation Comprehensive Plan Adoption June 30, 2014



Comprehensive Plan Update Table of Contents

January Rec. Commission Meeting February Rec. Commission Meeting

- 1) Comprehensive Plan Executive Summary
- 2) Plan Purpose
- 3) Department History
- 4) Demographic Info & Physical Factors (land use, physical settings, transportation)
- 5) Inventory of Existing Recreation Facilities and Programs
- 6) Recreation Standards and Community Needs Assessment
- 7) Community Needs Assessment and Comparison (community input, rec commission, survey, other assessments)
- 8) Comprehensive Plan Proposal and Recommendations
- 9) Roles of Providers (franchisees, parks, communities, schools, state, mid-Atlantic, private vendors)
- 10) Partnerships
- 11) Parks (regional, district, community, neighborhood)
- 12) Facilities
- 13) Priorities for Development (Years 2014-2018, 2019-2023, 2024-2028, 2029-)
- 14) Plan Implementation
- 15) Capital Development and Sources
- 16) Operating Budget
- 17) Staff Needs
- 18) Revenue Plan (alternative funding)
- 19) Tables and Maps
- 20) Appendix

Department History

Henderson-Vance Parks and Recreation Department has more than a 40 year history providing leisure and past-time opportunities to residents. Commonly, active recreation, such as athletic leagues and playgrounds comes to mind first, whereby passive recreation activities like camps and walking or hiking play a forgotten, yet integral link between community residents. The department's mission has always centered on providing diversified program opportunities that provide positive quality of life enhancements, as well as projecting a quality community image to the region.

The department has grown and adapted since its inception in 1970 into an umbrella organization providing parks and open spaces, athletic fields, civic gathering facilities, and a modern indoor community recreation center. The assortment of recreational and leisure offerings today are to meet the requests of a changing population preference, from traditional sports leagues to skate parks and specialized exercise classes.

Recreation Explained

Many people think of recreation as a preventive for youth misbehavior, as physical activity, or as a playground for children. Although these are elements of recreation, this interpretation falls short of a real definition. In its real and finest sense, recreation is any wholesome leisure time activity in which we engage without compulsion for enjoyment, relaxation, and satisfaction which renews our bodies, minds, and spirits.

When all persons in a community are given an opportunity every day to discover and satisfy their interests, talents, skills, and appreciation during leisure time, then the community life is enriched. Recreation is much more than a generally perceived list of activities; it is a strong community force that contributes to a complete lifestyle. The purpose of community recreation is distinct from, yet related to other public services. For example, a few people are able to buy some of their recreation; but each person in the community cannot alone afford their own swimming pool.

A community with a constructive community-wide recreation program and adequate facilities is a better community in which to live. This what residents, new and long-term, value in community assets as a tool to attract, recruit, and retain residents. Additionally, attracting new commerce to a rural community is a challenge in the 21st Century marketplace, although, recreation is an undervalued recreation tool that could be a stronger subsidiary for local economic development.

This comprehensive plan is thus a design for making the Henderson-Vance County community a better place in which to live. The objective is to assure that recreation, as defined in its broadest sense, for all persons in the community through a system of services and facilities based on recreation needs.

Master Plan Purpose

Henderson-Vance Recreation and Parks Department selected Kerr-Tar Regional Council to evaluate existing park facilities and develop new strategies for meeting future recreation needs. The 2014 Comprehensive Plan intends to revise all sections of the original master recreation plan through an "Executive Summary Update" that outlines key changes to the findings and recommendations of the original report.

The main purpose of an update in 2014 is to reassess the 1956 study findings and update the recommendations based on changes in demographics, facilities portfolio, and community input.

Similar to the Master Plan, this report consists of six major components:

- I. Overview & Comprehensive Plan Purpose
- II. Demographic Information Study
- III. Inventory of Existing Recreation Facilities & Programs
- IV. Community Needs Assessment & Comparison
- V. Comprehensive Plan Proposals and Recommendations
- VI. Plan Implementation

In 2013 members of Henderson City Council, Vance County Board of Commissioners, the Recreation and Parks Commission, and Department staff recognized a much needed update to the current Master Recreation Plan. The plan purpose has always been to guide recommendations for evolving recreational needs of the community, and be a reference and updated tool in policymaking and decisions for key areas:

- Future role of recreation
- Park & facility development
- Cooperative efforts and partnerships in meeting recreation needs
- Preserving open space and natural-green areas
- Determining land acquisitions



Henderson-Vance County Profile

Information described below is a list of central findings from the technical data. This data portrays important information resulting from the research and will be further expanded upon in subsequent sections of the plan.

Demographic information for Vance County is briefly reviewed below to gain an understanding of distinctive characteristics within the community and to identify features that may influence recreation and park planning. The current and projected factors relevant to the department are presented in a list format in two categories: *Recreation Demographics* and *Physical Factors*. Selected demographics include a composite of the population, population projections, growth trends, economic factors, and land-use patterns. Physical factors that may have an impact on recreational facilities include topography, highway corridors and roads, barriers, watersheds, flood plains, easements, rights-of-ways, and utility accesses.

Population

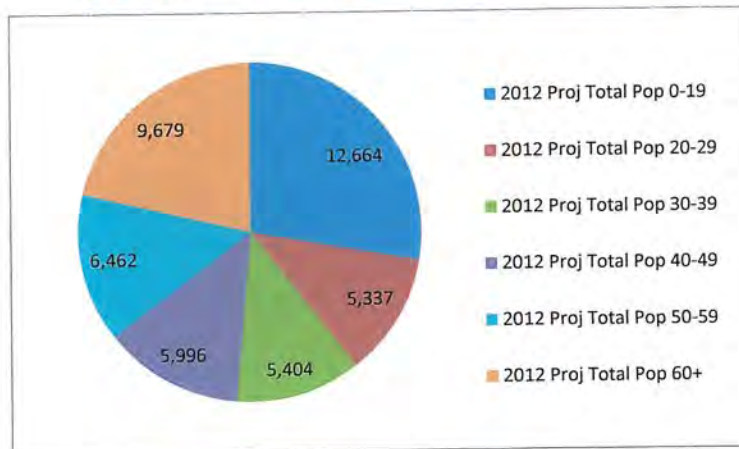
- Information concerning the community makeup of the area population such as age, gender, and income play a role in deciding recreational needs and requests for the public
- Population projections for this plan were obtained from 2010 US Census, North Carolina Office of State Budget & Management (OSBM) and Environmental Science Research Institute (ESRI) Community Analyst
- In summary, Henderson and Vance County will have a stagnant population through 2018, because of decreasing natural growth and slight net migration increases.
- Economic influences of the Research Triangle Park region or state urban areas in general are capturing a majority of new residents, in and out of state migration
- OSBM estimates annual population growth of 0.1% between 2012 and 2017. This is a decrease from 0.6% between 2000 and 2010, contributed from economic stagnation, lower birth rates and in-state migration patterns
- Vance County, similar to most of rural North Carolina and the U.S. is becoming older and more diverse. For example, median age for the state in 2013 is 37.9, 39 in Vance County and 37.3 in the U.S. The 2017 projected median age for Vance County is 40

Table 1 Source: NC OSMB 2012 Estimates

2010-2020			Vance County Growth					Net Migration	
County	July 2020 Projection	April 2010 Estimate Base	Total	Percent	Total Births, 2010 - 2020	Total Deaths, 2010 - 2020	Natural Growth, 2010 - 2020	Estimate	Percent
Vance	45,692	45,419	273	0.6	5,018	5,168	-150	423	0.9

2020-2030			Vance County Growth					Net Migration	
County	July 2030 Projection	July 2020 Projection	Amount	Percent	Total Births, 2020 - 2030	Total Deaths, 2020 - 2030	Natural Growth, 2020 - 2030	Amount	Percent
Vance	45,913	45,692	221	0.5	4,737	5,858	-1,121	1,342	2.9

Table 2 Estimated 2012 Population by Age for Vance County



Urban/Rural Representation

- The 2010 Census total population shows 20,858 urban residents or 45.9%
- The 2010 Census total population shows 24,564 rural residents or 54.1%

Land Use

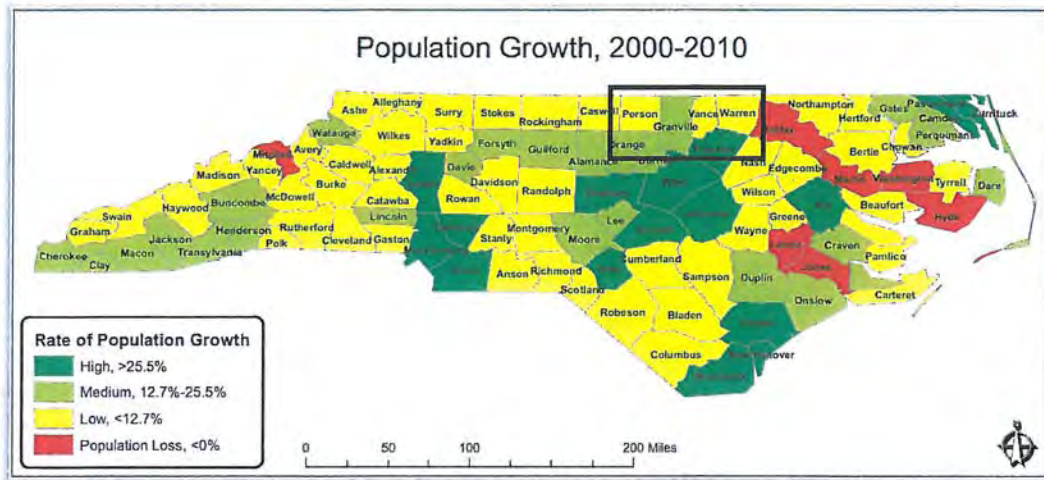
- In total, 6,638 acres of land or 38.40% has been developed in the Henderson Planning Jurisdiction. 3,249 acres or 75.80% has been developed within city limits.
- Vance County zoning defines areas (zones) for a specific use within the County Zoning Ordinance
- Rural zoning assists community growth by identifying areas for appropriate land uses as residential, commercial, industrial, agricultural, and open space for natural resource preservation/protection
- Community Analyst projections indicate that Vance County will grow by 423 residents between 2010 and 2020. If Henderson captures 25 percent of that growth, its population will grow by 105 to 15,319. Thus, the majority of residential growth is expected to be in the county
- Vance County is consistently rated a Tier I county (economically distressed) under the State Department of Commerce. Henderson's data on poverty and income align with that of a Tier I county
- Although a Tier I county, The Research Triangle Region to the south is performing well compared to other regions in the state
- Industry is scattered however, most locations are in close proximity to I-85 corridor access
- Primary growth areas are around the I-85 corridor and US 158 corridor in Henderson stretching into Kerr-Lake in middle and western Vance County. Future growth will likely follow access to arterial roads and highways

Physical Location

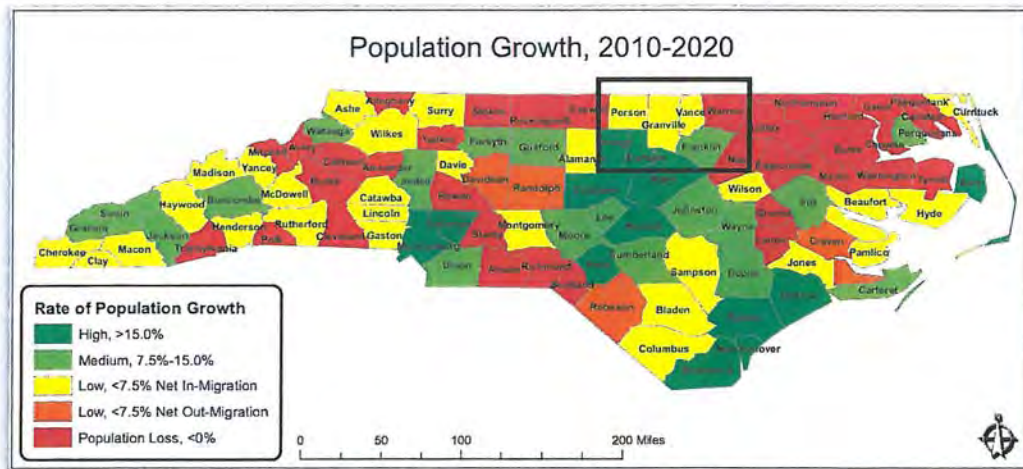
- Located in the North Central Piedmont Region of the state, the county has a total area of 270 square miles, of which 16 square miles is water
- Bordered to the north by the Virginia state line
- Warren County borders to the east
- Franklin County borders to the south
- Granville County borders to the west
- Kerr Lake stretches into Vance County with an 850 mile shoreline

Transportation

- Interstate 85, US 1, US 158, and NC 39 provide highway service. Additionally, a wide-ranging secondary road system connects with all areas of the county.
- Greyhound Bus provides daily service along north and south bound I-85.



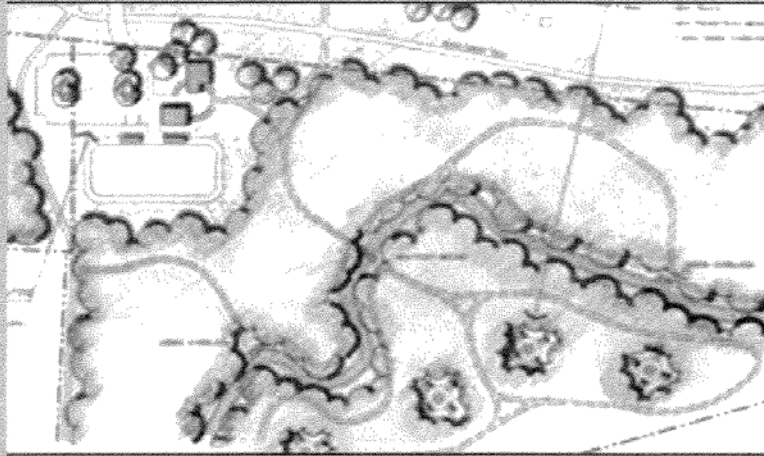
Source: Office of State Budget & Management, County/State Population Projections



Source: Office of State Budget & Management, County/State Population Projections

Henderson-Vance	Oxford Granville County	Creedmoor	Warren	Franklin Louisburg	Person
Aycock Recreation Complex • Aquatic Center • Gym • Indoor walking track • Multi-purpose meeting rooms • Four field softball/baseball complex • Batting Cages • 2 paved walking tracks • Concession stand	Diamonds at Oxford Park • 4 Athletic fields • 2 Football fields • Totlot • Walking trail • 2 Concession stands	Lake Rogers Park • 4 Picnic shelters • Playground • Concession stand • Boat rentals • Fishing	Rotary Park • Gym • Playground • Ball field • Skateboard ramp	Franklinton Park • Playground • Walking track • Open field • Baseball/softball field • Picnic shelter • Loop trail	Helena School & Park • Gym • Ballfield • Playground • Paved walking track
Old Aycock Gymnasium • Basketball/Volleyball Court	Rucker Park • Softball field • Outdoor basketball court • Picnic shelter • Outdoor swimming pool	B.C. Roberts Ball Field • Softball/baseball/football fields	Recreation Complex • 3 Softball/baseball fields • Multi-purpose fields • Playground • 2 Walking tracks • Picnic shelter	Pilot Lions Park • Baseball/softball • Walking trail • Playground • Picnic shelter	Allensville Park • Ball field • Playground • Walking Track
Fox Pond Park • Tennis courts • Softball/baseball • Playground • Horseshoes • Shuffleboard • Volleyball • Picnic area • Nature trails • Concession stand	Granville Street Park • Picnic areas • Nature trails • Tennis courts • Outdoor volleyball • Paved play area • Toddler playground	Gymnasium and Activity Center • Basketball court • Social events • Civic meeting space	M.E.R.P Park • Outdoor basketball court • Tennis courts • Outdoor swimming pool • Picnic area	Joyner Park • Paved walking trail • Nature trail • Soccer field • Playground • Picnic shelter	Huck Sansbury Park • Gym • Ball field • Playground • Paved Walking Track • Tennis Courts • Picnic Shelter
Chestnut Street Park • Tennis • Basketball Court	Red Barn • Venue rental	Cross City Trail I Greenway		Louisburg Bike Trail	Earl Bradsher School • Open Field

Owen-Davis Park • Playground • Basketball					Bushy Fork Park • Ball field • Gym-non public • Paved • Walking Track • Playground • Picnic Shelter
South Henderson • Football • Softball/baseball					Bethel Hill School • Ball field • Gym-non public • Paved • Walking Track • Picnic Shelter
North Henderson • Soccer • Softball/baseball					Mayo Park • Trails • 8 Picnic Shelters • Cabins • Camp/RV Sites • Amphitheatre • Community Center • Boat Ramp • Fishing Pier
Rollins Park • Softball/baseball • Tennis courts					
Pinkston Park • Basketball court					
Kennametal • Softball					
Eaton-Johnson • Softball/baseball					



Henderson—Vance Recreation & Parks Department Comprehensive Plan Community Meeting

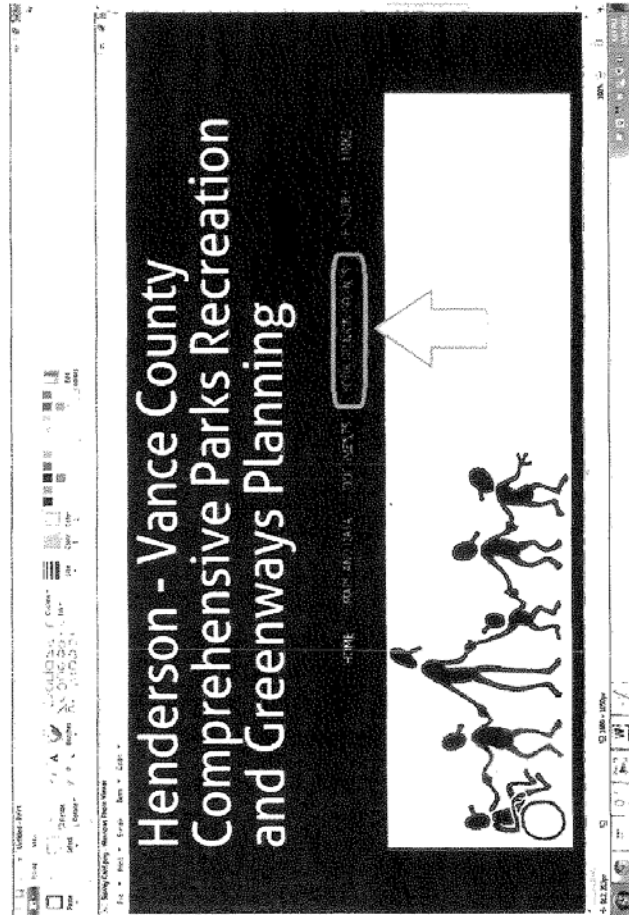
Tuesday, February 4th, 2014

H. Leslie Perry Memorial Library

205 Breckenridge Street, Henderson

6:00– 7:30 p.m.

Visit <http://hendersonparks.weebly.com/> to offer your opinion about Henderson-Vance Recreation & Parks Department. Go to the tab labeled YOUR OPINION COUNTS



City Council Memo

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



Agenda Item: _____

Council Meeting: 27 Jan 14 Work Session

January 23, 2014

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: A. Ray Griffin, Jr., City Manager
RE: CM: 14-01

Subject: Financial Report – 1st Six Months FY 2014

Ladies and Gentlemen

Please find attached a financial update for the first six months of FY 2014. This update consists of the following:

- Summary by fund of revenues and expenditures to date, along with a summary of cash and investments at December 31st
- Narrative on sales tax revenues and where we stand at December 31st
- Narrative on property tax revenues and where we stand at December 31st

This report will be furnished to you on a quarterly basis going forward. If there is any other specific information you would like to see included, please let me know and we will try to incorporate it into future reports.

Enclosures:

1. FY 2013-2014 Financial Report for the 6 months ending December 31, 2013

City of Henderson
FY 2013 – 2014 Financial Report
for the
6 months ending December 31, 2013

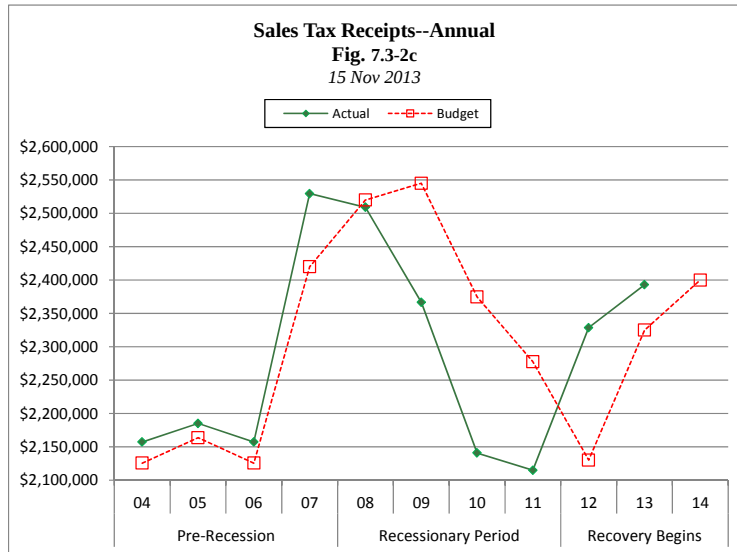


Submitted by: Kathy Brafford
Finance Director

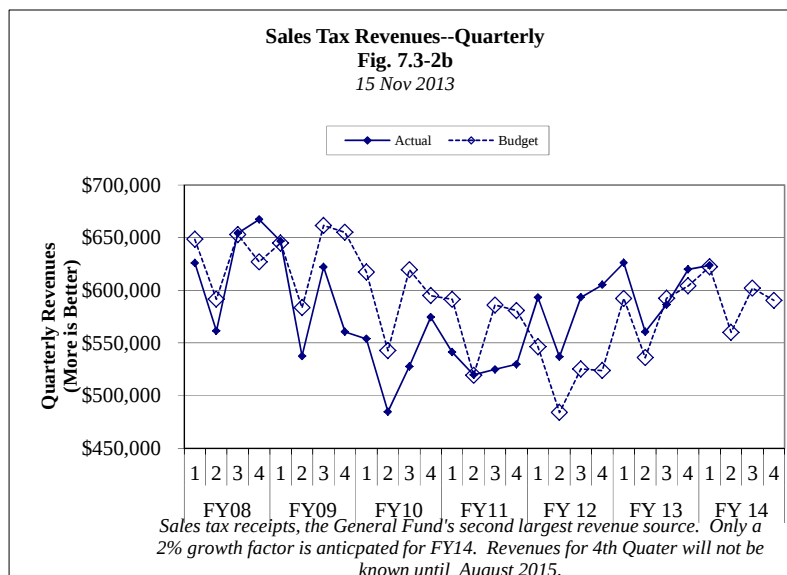
Date: January 27, 2014

Sales Taxes:

Sales taxes comprise an estimated 16% of the General Fund budget. This revenue is volatile and subject to economic downturns. More conservative budgeting and some improvement in the general economy have resulted in the sales tax revenues exceeding budget estimates for the past two fiscal years as evidenced by the data reflected in the following graph:

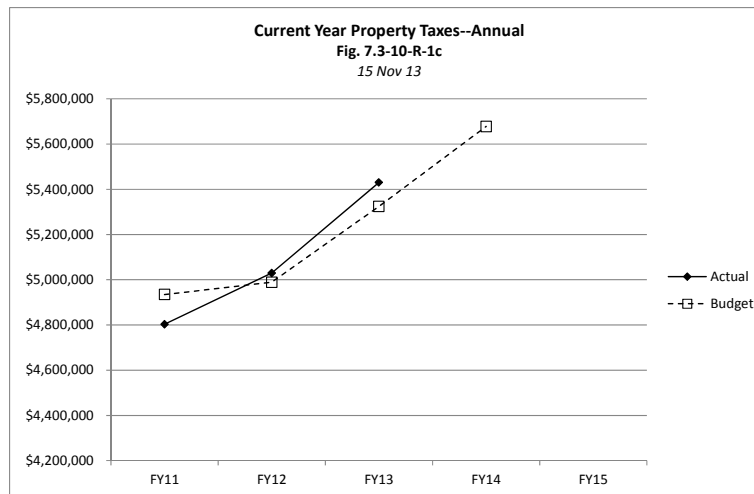


Sales tax revenues are received two months after the month for which they are collected by the State. In other words, sales tax revenue for July is not received until September, August collections are received in October, etc. Therefore, the first six months (two quarters) of FY 2014 only reflect receipts of four months of sales tax revenue. Budget estimates based on historical monthly trend data for the past several fiscal years indicate that 34.19% of revenues would be received by the end of the December. Actual July – October sales tax revenues (\$818,621.73), received as of December 31st, exceeded estimated budgeted receipts (\$811,729) by \$6,892.73.



Current Year Property Taxes:

Current year property taxes are the largest single revenue source for the General Fund and comprise 37% of the current year General Fund revenues. More conservative budgeting helped realign revenue expectations with reality, thus resulting in FY12 figures coming in slightly above budget estimate. FY13 receipts were higher than budget due to Maria Parham Medical Center paying taxes for the first time since it became a public, non-profit entity. The tax values assigned to it by the Tax Collector are still being challenged. Once the State makes its determination, the revenue estimates for FY14 will either be confirmed or have to be adjusted downward. Additionally, the large increase in estimated revenues for FY14 is based on a three and a half cent tax increase and minimal natural growth. Please refer to the following graph:



Current year property tax revenues for the first two quarters of FY14 reveal revenues are exceeding expected revenues by \$1,564,654. Therefore, we are expecting January collections to be correspondingly down. It has historically been in the second and third Quarters that the majority of this revenue source is received. Please refer to the following graph:

