



AGENDA

Henderson City Council Short Regular Meeting

Monday 28 July 2014, 6:00 p.m.

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

Mayor and City Council Members

Mayor James D. O'Geary, Presiding

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

Councilmember Brenda 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) 14 July Regular Meeting [See Notebook Tab 1]*

VII. PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

VIII. NEW BUSINESS

- a) Consideration of Approval of Resolution 14-65, Approving Four Rivers Resource, Conservation & Development Council's (RC&D) Application for Trail Work at Fox Pond. (CAF 14-84) [See Notebook Tab 2]*
- Resolution 14-65
- b) Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of June 2014. (CAF 14-76) [See Notebook Tab 3]*
- c) Consideration of Approval of 1) Resolution 14-66, Authorizing the Mayor to Execute an Agreement with ECS Carolinas, LLP to Perform Geotechnical Work to Aid in the Elmwood cemetery Sewer Replacement; and 2) Ordinance 14-16, FY15 Budget Amendment #2, Revising the Elmwood Cemetery Outfall CIP Budget to Incorporate the Above Mentioned Project. (CAF 14-85) [See Notebook Tab 4]*
- Resolution 14-66
 - Ordinance 14-16

³ Citizen Comment Guidelines for Agenda Items

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

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

IX. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

Citizens may only speak on non-Agenda items only at this time. Citizens wishing to address the Council must sign-in on a form provided by the City Clerk prior to the beginning of the meeting. The sign-in form is located on the podium. When recognized by the Mayor, come forward to the podium, state your name, address and if you are a city resident. Please review the Citizen Comment Guidelines that are provided below.⁴

X. REPORTS

- a)** Mayor/Mayor Pro-Tem
- b)** City Manager
- c)** City Attorney
- d)** City Clerk
 - i. Meeting and Events Calendar *[See Notebook Tab 5]*
 - ii. Monthly Reports

XI. REGULAR WORK SESSION

- a)** Consideration of a Request from Vance County Citizen Tommy Hester Regarding Water Lines in the US158 Bypass and Oxford and Poplar Creek Roads Areas. (CAF 14-82) *[See Notebook Tab 6]*
- b)** Consideration of Approval of Ordinance 14-37 Revising the City Code to Appropriately Reflect City Council Committees. (CAF 14-79) *[See Notebook Tab 7]*
 - Ordinance 14-37
- c)** Staff Review of Various Locations in which Changing Conditions May Warrant Amendments to the City Code Relative to Certain Parking Regulations. (CM 14-26) *[See Notebook Tab 8]*
- d)** Review of Summer Sewer Credit vis-à-vis Residential Pools. (CM 14-25) *[See Notebook Tab 9]*

⁴ Citizen Comment Guidelines for Non-Agenda Items

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

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

- e)* Automotive Repair and Oil Change. (CM 14-21) [See Notebook Tab 10]
- f)* Review of Various Options to Improve Traffic and Pedestrian Safety on Belle Street Adjacent to the Post Office. (CM 14-22) [See Notebook Tab 11]
- g)* Review of Potential Grant Sources from:
 - 1. Brownfield Assessment Grant; and
 - 2. Inactive Landfill Assessment Grant. (CM 14-23) [See Notebook Tab 12]

XII. ADJOURNMENT

City Council Minutes - DRAFT

Regular Meeting

14 July 2014

PRESENT

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

ABSENT

Council Member James C. Kearney, Sr.

STAFF PRESENT

City Manager A. Ray Griffin, City Attorney John H. Zollicoffer, Jr., City Clerk Esther J. McCrackin, Assistant City Manager Frank Frazier, City Engineer Clark Thomas, and Interim Recreation & Parks Director Steve Osborne.

CALL TO ORDER

The 14 July 2014 Regular Meeting of the Henderson City Council was called to order by Mayor O'Geary at 6:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

OPENING COMMENTS

Mayor O'Geary welcomed everyone present.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. City Clerk McCrackin advised an additional Attorney/Client matter will be added to the *Closed Session Pursuant to GS 143-318-11(a)(3)*. Council Member Rainey moved to accept the Agenda as adjusted. Motion seconded by Council Member Coffey and unanimously approved.

APPROVAL OF MINUTES

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Inscoe moved the approval of the 23 June Short Regular Meeting and 23 June Work Session minutes, as presented. Motion seconded by Council Member Daeke and unanimously approved.

PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

NEW BUSINESS

Authorizing an Application to the Francis Abbott Powers Endowment Fund 2014 Grant in the Amount of \$15,000 for Improvements to the Fox Pond Park Facility. (Reference: CAF 14-81; Resolution 14-62)

City Manager Griffin asked Interim Recreation and Parks Director Steve Osborne to summarize this request. Mr. Osborne explained this project originated with the now retired Recreation and Parks Director Alan Gill, along with a citizen, Mr. George Watkins. Fox Pond recently underwent over \$100,000 in renovations but there were no funds available for demolishing and rebuilding the restrooms. He said this building was built in 1974 and has received only minor upgrades since then. Mr. Osborne said this grant, if awarded, will provide \$15,000 toward demolition/renovation and is a natural progression with improvements at the Park. One of the local Boy Scout leaders is a general contractor and he and a Boy Scout Troop, along with City Staff, will be providing in-kind help to rebuild the restrooms/concession structure.

Council Member Rainey asked if only one structure will be rebuilt. Mr. Osborne said the footprint will be the same and it will be ADA accessible. Mr. Rainey also asked if the project cost includes disposal of materials. Mr. Osborne said the City will be taking care of this as part of the in-kind staff labor.

Council Member Coffey asked if there was a good chance of obtaining the full \$15,000. Mr. Osborne felt very positive that the full amount would be awarded.

Council Member Daeke asked about the \$1,798 being used from the Fund Balance. Mr. Griffin responded due to budget cuts, this project was eliminated from the FY15 Recreation and Parks budget. Since this type of expense is what the Fund Balance is for, Mr. Griffin said he has no problem recommending this expenditure.

Council Member Inscoe said this is a worthy project and is in favor of it but requested a breakout of the funds available in the Recreation and Parks Trust Fund. Mr. Griffin said he would provide that information to Council. Mr. Inscoe also suggested contacting various businesses in town for donations toward this project.

As a reminder, City Attorney Zollicoffer, Jr. said the County shares ownership with the City.

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

Council Member Coffey moved the approval of Resolution 14-62, FY15 BA#1, *Authorizing an Application to the Francis Abbott Powers Endowment Fund 2014 Grant in the Amount of \$15,000 for Improvements to the Fox Pond Park Facility*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: Kearney. (See Resolution Book 4, p 71)

Amending the Annual Fee Schedule Providing for Technical Corrections (FY15 Budget Amendment #1). (Reference: CAF 14-62-C; Ordinance 14-34-A)

City Manager Griffin said two errors were made while transcribing the Annual Fee schedule. One regarded the adjustments to the water rates for large quantity water users and the second was a failure to include the irrigation rates which Council amended on 25 November 2013. This amendment corrects both errors.

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

Council Member Rainey moved the approval of Ordinance 14-34-A, FY15 BA#1, *Amending the Annual Fee Schedule Providing for Technical Corrections (FY15 Budget Amendment #1)*. Motion seconded by Council Member Daye and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: Kearney. (See Ordinance Book 9, p 131-A)

CONSENT AGENDA

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

Adopting the Comprehensive System-Wide Master Plan for the Recreation and Parks Department. (Reference: CAF 14-45; Resolution 14-28) The Henderson, Vance Recreation and Parks Department, the Henderson-Vance Recreation and Parks Commission and the Kerr-Tar Regional Council of Governments worked together to create a thirty (30) year master plan. (See Resolution Book 4, p 3)

Authorizing Execution of Agreement with the North Carolina Department of Transportation (NCDOT) Relative to the Chavasse Avenue Widening Project (WBS Element: 38404) Contingent on Review of Bids and Final Approval by the City Prior to NCDOT Awarding a Contract. (Reference: CAF 14-29; Resolution 14-16)

During prior discussions, Council learned the NCDOT agreement for this project held the City responsible for any cost overruns. To protect the City and limit expenses, this agreement gives the City the right to review and approve the bid(s) received by the NCDOT for the Chavasse Avenue Widening Project. (See Resolution Book 3, p 297)

Awarding the Departmental Handgun and Badge to Retiree Lieutenant Irvin W. Robinson, Jr. (Reference: CAF 14-80; Resolution 14-61). Lt. Robinson, Jr. has served on the City of Henderson Police Force since February 1979 and will retire from the Henderson Police Force on 1 August 2014. Traditionally the City of Henderson awards the retiring officer his/her badge at no cost and also awards the service side arm at the said price of \$1.00. (See Resolution Book 4, p 69)

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

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

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

City Clerk McCrackin advised no citizen wished to address Council.

REPORTS

a) Mayor/Mayor Pro-Tem

Mayor Pro-Tem Rainey asked for a discussion regarding the addition of filling swimming pools to the watering credit issued every year by Council. Mayor O'Geary and City Manager Griffin both said this item will be added to a future work session.

b) City Manager

City Manager Griffin said the flyer *Your Dollars at Work* has been finalized and will be going out in the water bills in the very near future.

c) City Attorney (No Report)

d) City Clerk (No Report)

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

CLOSED SESSION

Council Member Rainey moved for Council to convene in closed session pursuant to three (3) matters. G.S. §143-318.11(a)(3) for two Attorney-Client Privilege Matters, and G.S. §143-318.11(a)(4) for an Economic Development Matter. Motion seconded by Council Member Coffey, and unanimously approved.

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

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

ADJOURNMENT

Council Member Coffey moved for adjournment. Motion seconded by Council Member Inscoc, and unanimously approved. The meeting adjourned at 6:32 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin
City Clerk

City Council Action Form

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



Agenda Item: _____

Council Meeting: 28 July 14 Short Reg. Meeting

23 July 2014

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

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

RE: **CAF: 14-84**

Consideration of Approval of Resolution 14-65, Approving Four Rivers Resource, Conservation & Development Council's (RC&D) Application for Trail Work at Fox Pond

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- **KSO 7:** To Expand Leisure and Cultural Services, Programs and Facilities
 - o Action Plan 7-1: Develop Walking and Bike Trails
- **KSO 8:** Provide Financial Resourcing

Recommendation:

- Approval of Resolution 14-65, Approving Four Rivers Resource, Conservation & Development (RC&D) Council's Application for Trail Work at Fox Pond Park

Executive Summary:

Mr. Tom Potter, Program Manager for Four Rivers RC&D, has approached both the City and County about the potential for a \$74,757 grant to assist in further development of the trail system at Fox Pond Park. This is needed work and the grant offers an opportunity to improve approximately 7,000 lf of trail, boardwalk, etc.

The grant would require City in-kind services much as was done in the first RC&D grant. Additionally, Mr. Potter is asking both the City and County to each contribute \$5,000 as a grant match. County Manager Ayscue advises the County is supportive of this application and providing the grant match. If the grant is awarded, the City share could come from the undesignated fund balance as a one-time match or perhaps a part of the local match for both units of government could come from the Recreation Donation Fund.

Enclosures:

1. Resolution 14-65
2. Grant Application Information from Mr. Potter
3. Resolution 11-11
4. Resolution 12-12

R E S O L U T I O N

14-65

APPROVING FOURS RIVERS RESOURCE, CONSERVATION AND DEVELOPMENT COUNCIL'S (RC&D) APPLICATION FOR TRAIL WORK AT FOX POND PARK

WHEREAS, the Henderson City Council identified eight Key Strategic Objectives (KSO) at its 2014 Strategic Planning Retreat; and

WHEREAS, two of the Key Strategic Objectives are addressed by this request as follows: **KSO 7:** To expand leisure and culture services, programs and facilities to meet the needs of a diverse 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, Council approved Resolution 11-11 on 14 February 2011 authorizing planned improvements for the Fox Pond Trails, and Phase I was completed in 2012; *and*

WHEREAS, in February 2012 via Resolution 12-12, Council ratified the Mayor's signature on a Letter of Support; regarding the submission of an application for Phase II of the Fox Pond Improvement Project, which was not granted at that time: *and*

WHEREAS, Triangle North Healthcare Foundation has approved the submission of a grant application by Four Rivers RC&D for Phase II of the Fox Pond Park Nature Trail Improvements; *and*

WHEREAS, there is a \$5,000 local match required as well as in kind support in the form of use of City equipment and personnel; *and*

WHEREAS, said grant, if awarded, will provide funding for further improvement to the nature trails at Fox Pond Park.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY SUPPORT Four Rivers RC&D grant application to Triangle North Healthcare Foundation as outlined above.

The foregoing Resolution 14-65, upon motion of Council Member _____ and second by Council Member _____ and having been submitted to a roll call vote received the following votes and was _____ on this the **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 44, p ****

Griffin, Ray

From: Griffin, Ray
Sent: Tuesday, July 22, 2014 4:52 PM
To: 'Thomas Potter'; Jerry Ayscue
Cc: Dan Brummitt; Griffin, Ray
Subject: RE: Fox Pond Park

Thanks so much, Tom
I'll have this on Council's Agenda for this upcoming Monday night.
I appreciate your continued interest in our Fox Pond project.
-Ray

A. Ray Griffin, Jr.
City Manager



City of Henderson, NC
P. O. Box 1434
134 Rose Avenue
Henderson, NC 27536
252-430-5700
www.ci.henderson.nc.us

From: Thomas Potter [<mailto:tmpotter@coastalnet.com>]
Sent: Tuesday, July 22, 2014 9:24 AM
To: Griffin, Ray; Jerry Ayscue
Cc: Dan Brummitt
Subject: FW: Fox Pond Park

Morning Ray, our original grant request to Triangle North Healthcare was \$75,000. After meeting with some of their Board members and finding the limited amount of funding they have, I thought reducing our request to \$40,000 would improve our chances of success. However my Board would like for me to keep the original \$75,000 request, so we will be requesting that amount from them.

I am attaching a copy of our letter of intent as well as a **preliminary budget**, this budget may change some as we move forward with the grant request.

Let me know if you have any questions or if you need additional information.

Thanks for your help.

Tom Potter
Program Manager
Four Rivers RC&D Council
600 Lancaster Road
Pikeville, NC 2786
919.738.6314

TRIANGLE NORTH HEALTHCARE FOUNDATION, INC.
LETTER OF INTEREST

PROGRAM/PROJECT SUMMARY*

Four Rivers Resource Conservation and Development has been providing grant writing and project management assistance to Vance-Henderson Parks and Recreation Department to help them renovate Fox Pond Park. In Phase I, we acquired a \$75,000 grant to conduct Phase I of the Fox Pond Park Improvement Plan. In Phase I a new trail connecting the Aycock Recreation Center to Fox Pond Park was built, as well as clearing brush to improve site lines for park visitors. The old trails were cleared during this phase as well and now the trails need to be surfaced with a rock surface. These improvements have significantly increased the use of the park by the citizens of Henderson and Vance County.

Phase II of the improvement plan will be to add a rock surface to the trail surfaces, making them safer and more usable. The northern end of the trail crosses over Fox Pond and requires the construction of a 175 foot long boardwalk to connect the loop trail around the pond. The construction of a 150 feet of ADA accessible concrete trail will connect the parking lot with an overlook of the pond as well as connect with the trail system.

The City of Henderson will provide city equipment to spread the rock on the trail surface.

With our signature below, we certify that all the information in this letter of interest is accurate and truly represents our organization. We further certify that our organization complies with all applicable federal and state laws and regulations and that our organization does not discriminate on the basis of race, color, religion, age, gender, national origin, or disability. We acknowledge with our signatures that we will abide by the grant rules set by Triangle North Healthcare Foundation, Inc.

Thomas M. Potter

SIGNATURE

CEO/EXECUTIVE DIRECTOR

Thomas M. Potter

PRINT NAME

April 29, 2014

DATE

SIGNATURE

BOARD CHAIRMAN

PRINT NAME

DATE

**Please attach any additional information that would be helpful in evaluating your organization and program for consideration for grant awards, including financial documents, promotional information, historical records, testimonials, and letters of support.*

tmpotter@coastalnet.com

From: Thomas Potter [<mailto:tmpotter@coastalnet.com>]

Sent: Monday, July 21, 2014 11:47 AM

To: Ray Griffin

Subject: Fox Pond Park

Morning Ray, hope you are doing well. Four Rivers Resource Conservation and Development has been approved by Triangle North Healthcare Foundation to submit an application by August 1 for trail improvements at Fox Pond Park. We will be submitting an application to continue the placement of gravel on portions of the trail. We have met with some of the Triangle North Board Members who are very supportive of our project, but have expressed their desire to see more local input in the form of partnership funds or in-kind donations for the project.

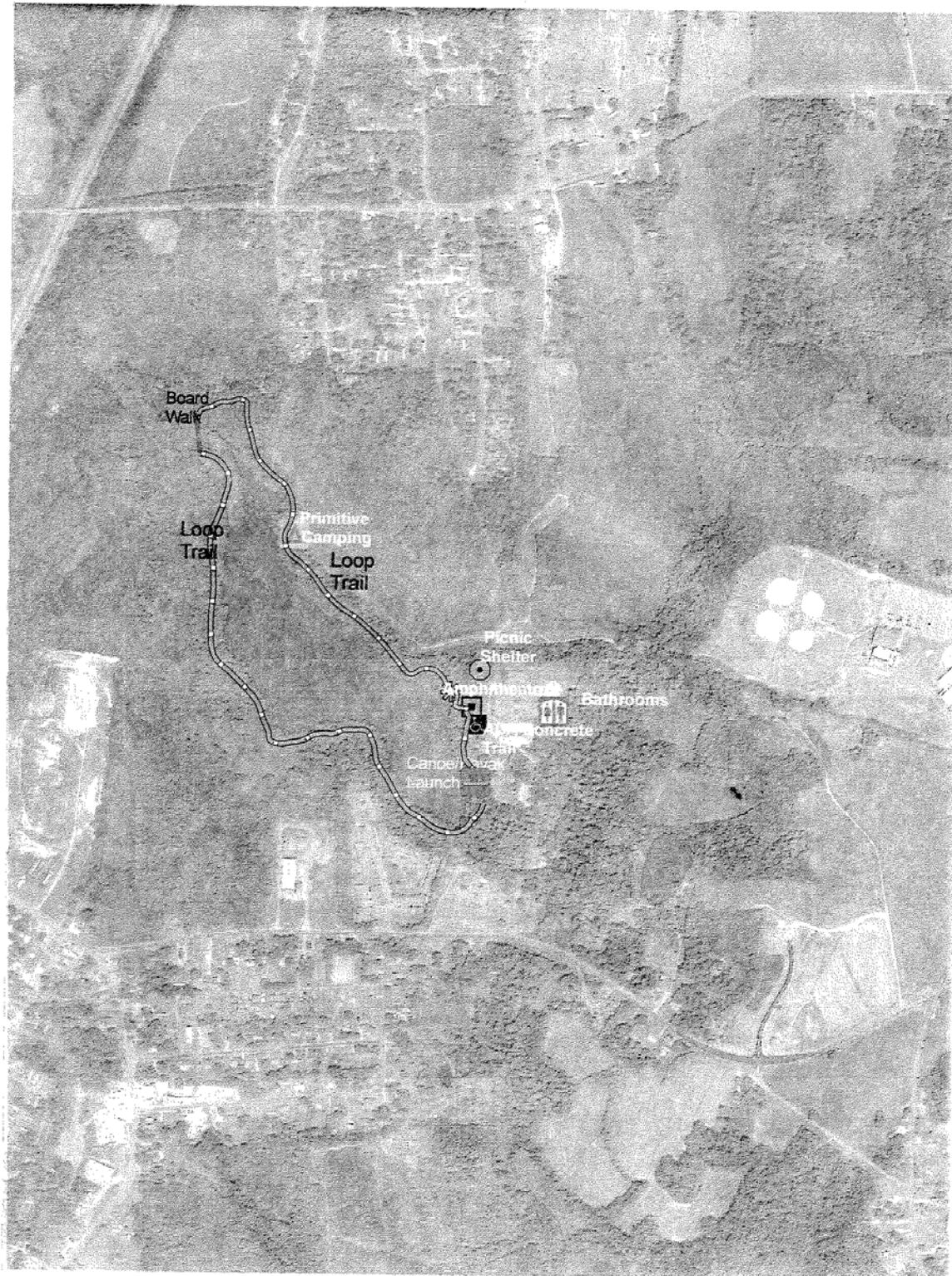
I know in the past the City of Henderson has provided support for this project and I would like to include a letter of support from the City in our application. I know the timeframe is short, but is there anyway the City can commit to providing a financial match in the neighborhood of \$5,000 and/or the use of town equipment/personnel for the project. We will be asking for approximately \$40,000 from Triangle North to purchase gravel to improve as much of the remaining trail as possible. We are also working with the County to solicit financial support as well for the project grant.

If you need additional information or if I need to approach this from a different angle, please let me know.

Thanks, Tom

Tom Potter
Program Manager
Four Rivers RC&D Council
600 Lancaster Road
Pikeville, NC 2786
919.738.6314
tmpotter@coastalnet.com

Activity	Length (Feet)	Width (Feet)	Square Feet	Divided by 244 (# of cubic yds. to cover 1')	2' Depth (Crush and Run) Cubic Yards	1.25 X Cubic Yards to convert to Tons	Crush and Run \$32.00/Ton	2' Depth (Screenings) Cubic Yards	1.25 X Cubic Yards to convert to Tons	Screenings \$31.00/Ton	Applying Rock to Trail Surface \$1.15/Post	Total Cost
Trail Construction												
Pond Loop Trail	7,079	6	42,474.00	131.09	524.37	655.46	\$20,974.81	262.19	327.73	\$10,159.68	\$8,140.85	\$39,275.34
ADA Concrete Trail												
	150	8	1,200.00	3,750.00								\$3,750.00
Boardwalk Trail												
	175	10	1,750.00									\$17,500.00
Trail Directional and Information Signs												
	20	\$5,000.00										\$5,000.00
Benches, & Other Trail Side Facilities etc.												
		\$5,000.00										\$5,000.00
												\$70,525.34
Project Cost 6%												
Four Rivers Administration Cost (6% of Total Project Costs)	\$70,525.34	\$4,231.52										
Total Request												\$74,756.86



RESOLUTION 11—11

A RESOLUTION AUTHORIZING PLANNED IMPROVEMENTS AT FOX POND PARK - PHASE 2

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

WHEREAS, two of the Key Strategic Objectives are addressed by this request as follows: **KSO 7**: To expand leisure and cultural services, programs and facilities to meet the needs of a diverse 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 Recreation/Parks Department continues to work in partnership with the Mid-East Resource, Conservation, and Development Council and also the Four Rivers Resource, Conservation, and Development Council to assess and complete plans to establish new and refurbish existing nature trails and related facilities at Fox Pond Park and Aycock Recreation Complex as Phase I of the improvement project, *and*

WHEREAS, the partnership has been notified of the award of \$75,000 grant from the North Carolina Recreational Trails Program to fund improvements planned as Phase I, *and*

WHEREAS, the Recreation/Parks Department desires to continue working in partnership with the Mid-Ease Resource, Development, and Conservation Council and the Four Rivers Resource, Conservation, and Development Council to develop Phase II plans for future improvements to the trails and facilities at Fox Pond Park and Aycock Recreation Complex, and to seek additional funding sources from grants, donations, contributions and other sources.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE AND AUTHORIZE,

- 1) The development and implementation of improvement plans being developed by the working partnership for Phase 2 improvements;
- 2) The Mayor to file and submit grant applications for funding to support the plans outlined above; and
- 3) To dedicate any revenues received from the sale of timber from the Fox Pond Site as a match for a Phase 2 grant or grants.

The foregoing Resolution 11—11, introduced by Council Member Rainey and seconded by Council Member Davis on this the 14th day of February 2011 and having been submitted to a roll call vote, was approved by the following votes: Yes: Daeke, Davis, Daye, Coffey, Inscoc, Rainey and Peace-Jenkins. No: None. Abstain: None. Absent: None.

James D. O'Geary, Mayor

Attest:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

Reference: Minute Book 42, p. 38

RESOLUTION 12-12
A RESOLUTION RATIFYING THE MAYOR'S ENDORSEMENT
ON A LETTER OF SUPPORT REGARDING JOINT CITY-COUNTY
FOX POND PARK PROJECT

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

WHEREAS, this Resolution addresses two KSO's as follows: KSO 7: Expand Leisure Services; *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 of Henderson is willing to jointly commit with Vance County for a local match of 25% for Phase II of the Fox Pond Park Project, said match not to exceed \$17,500; *and*

WHEREAS, the Mayor signed a Letter of Support of a joint City-County application, with the County serving as fiscal agent for this grant and the deadline for said Letter of Support being 31 January 2012 prior to Council's next meeting scheduled 13 February 2012.

NOW THEREFORE BE IT RESOLVED by the Henderson City Council that it does hereby ratify the Mayor's signature on the Letter of Support, said Letter being more fully articulated in **Attachment A** to this Resolution, and endorses and supports a joint City-County Fox Pond Park Project, with the County serving as fiscal agent and the governmental jurisdiction through which the application would be submitted to the State.

The foregoing Resolution 12-12, upon motion of Council Member Rainey and second by Council Member Inscoe, and having been submitted to a roll call vote received the following votes and was APPROVED on this the 13th day of February 2012: YES: Daeke, Daye, Kearney, Coffey, Inscoe, Rainey and Peace-Jenkins. NO: None. ABSTAIN: None. ABSENT: Davis.

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. 373



Office of the Mayor

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

Phone 252.430.5708 : Fax 252.492.7935 : E-mail pogeary@ci.henderson.nc.us
www.ci.henderson.nc.us

30 January 2012

Mr. Darrell McBane, State Trails Coordinator
NC Division of Parks and Recreation
1615 Mail Service Center
Raleigh, NC 27699-1615

Re: Local Support for Recreational Trail Grant for Phase II of the Fox Pond Park Improvement Project.

Dear Mr. McBane:

This letter is to inform you that the City of Henderson supports Four Rivers Resource Conservation and Development Council, Inc. in its submission of an application for a Recreational Trail Program Grant for Phase II of the Fox Pond Park Improvement Project.

Phase I, which was funded by a 2010 RTP Grant, is nearing completion. Vance County, the City of Henderson and Four Rivers RC&D Council have had wonderful success in the work that has been done thus far and we anticipate Phase II to go just as smoothly.

The City of Henderson is willing to jointly commit with Vance County for a local match of 25% for Phase II. It is our understanding that the match may be in the form of funds and/or in-kind services and materials.

Thank you for your support. We look forward to a continued successful partnership with NCPDR in the improvement of this Park.

Kindest Regards,

James D. O'Geary
Mayor

cc: Mr. Ray Griffin, Jr, City Manager

City Council Action Form

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



Agenda Item: _____

Council Meeting: 28 July 14 Reg. Meeting

21 July 2014

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

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

RE: CAF 14-76

Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of June 2014.

Ladies and Gentlemen:

Recommendation:

- Approval of tax releases and refunds from Vance County for the month of June 2014.

Executive Summary

The Vance County Tax office submitted the following tax releases and refunds to the Finance Department for the month of June 2014. These releases and refunds are found to be in order and are being recommended for approval.

June 2014 Tax Releases			
Name	Reason	Tax Year	Amount
Real & Personal Property			
Releases			
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2003	19.83
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2004	20.80
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2005	21.78
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2006	141.78
McDougal, Nezzie	Taxes lost to foreclosure	2006	21.78
Merritt, Samuel N. Heir	Taxes lost to foreclosure	2006	218.15
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2007	21.78
Martin, Joyce B	Taxes lost to foreclosure	2007	159.83
McDougal, Nezzie	Taxes lost to foreclosure	2007	21.78
Merritt, Samuel N. Heir	Taxes lost to foreclosure	2007	232.82

June 2014 Tax Releases			
Name	Reason	Tax Year	Amount
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2008	29.38
McDougal, Nezzie	Taxes lost to foreclosure	2008	29.38
Merritt, James	Taxes lost to foreclosure	2008	233.45
Voegeli, Becky L	Demo lien & Admin fees lost to foreclosure	2008	12,274.00
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2009	30.42
Martin, Joyce B	Taxes lost to foreclosure	2009	27.67
McDougal, Nezzie	Taxes lost to foreclosure	2009	30.42
Merritt, James	Taxes lost to foreclosure	2009	241.72
Voegeli, Becky L	Taxes lost to foreclosure	2009	119.16
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2010	30.42
Martin, Joyce B	Taxes lost to foreclosure	2010	27.67
McDougal, Nezzie	Taxes lost to foreclosure	2010	30.42
Merritt, James	Taxes lost to foreclosure	2010	241.72
Rogers, John C	Sold to Redevelopment Commission/Government	2010	184.57
Voegeli, Becky L	Taxes lost to foreclosure	2010	119.16
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2011	30.42
McDougal, Nezzie	Taxes lost to foreclosure	2011	30.42
Merritt, James	Taxes lost to foreclosure	2011	241.67
Voegeli, Becky L	Taxes lost to foreclosure	2011	119.15
Alston, Donald	Pers. Prop. Billed in error	2012	34.78
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2012	30.42
Martin, Joyce B	Taxes lost to foreclosure	2012	27.66
McDougal, Nezzie	Taxes lost to foreclosure	2012	30.42
Merritt, James	Taxes lost to foreclosure	2012	241.67
Voegeli, Becky L	Taxes lost to foreclosure	2012	449.15
Alston, Donald	Pers. Prop. Billed in error	2013	36.86
Carolina Power & Light	State Assessed	2013	5,452.83
Jenkins, Sondra J. & Others	Taxes lost to foreclosure	2013	32.24
Martin, Joyce B	Taxes lost to foreclosure	2013	29.31
McDougal, Nezzie	Taxes lost to foreclosure	2013	32.24
Merritt, James	Taxes lost to foreclosure	2013	256.12
Voegeli, Becky L	Taxes lost to foreclosure	2013	486.28
Total R&P Property Releases			\$ 22,091.53
Real & Personal Property			
Refunds			\$0.00
Total R& P Property Refunds			\$0.00
Total R&P Prop. Rel. & Ref.			\$ 22,091.53

June 2014 Tax Releases			
Name	Reason	Tax Year	Amount
Vehicle Releases			
Carpenter, Penny Sue	Pro-Rate	2012	4.31
Evans, Walter Leon	Pro-Rate	2013	3.68
Hargrove, Kenneth Lee	Pro-Rate	2013	10.02
Heyward, Tony Nathaniel	Pro-Rate	2013	21.04
Nelson, Beverly Denise	Pro-Rate	2013	2.56
Pettaway, Bryan Oneal	Military Non-Resident	2013	128.52
Shaheed, Tallibdin Abdus	Transfer Out	2013	30.07
Tarmac Educational Services	Pro-Rate	2013	8.11
Variety Wholesalers	Pro-Rate	2013	77.13
Williams, Anita Michelle	Billed in NCVTS	2013	20.54
Total Vehicle Releases			\$ 305.98
Vehicle Refunds			
Purcell, Charles Flour & Deborah Alber	Correct Situs	2012	197.43
Brown, Camille Alesha	Pro-Rate	2013	9.53
Dechiara, Amanda Rae	Pro-Rate	2013	11.84
Hawley, Geraldine	Pro-Rate	2013	1.04
Kent, Charles Eugene J	Pro-Rate	2013	0.98
Londono, Hector Andres	Pro-Rate	2013	11.43
Vandall, Steven Ray & Carroll, Kenneth Neal	Pro-Rate	2013	10.10
Total Vehicle Refunds			\$ 242.35
Tot. Veh. Rel. & Ref.			\$ 548.33
Total All Releases & Refunds			
			\$ 22,639.86

City Council Action Form

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



Agenda Item: _____

Council Meeting: 28 July 14 Short Reg. Meeting

25 July 2014

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

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

RE: CAF: 14-85

Consideration of Approval of 1) Resolution 14-66, Authorizing the Mayor to Execute an Agreement with ECS Carolinas, LLP to Perform Geotechnical Work to Aid in the Elmwood Cemetery Sewer Replacement; and 2) Ordinance 14-16, FY15 Budget Amendment #2 Revising the Elmwood Cemetery Outfall CIP Budget to Incorporate the Above Mentioned Project.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

Consideration of Approval of:

1. Resolution 14-66, Authorizing the Mayor to Execute an Agreement with ECS Carolinas, LLP to Perform Geotechnical Work to Aid in the Elmwood Cemetery Sewer Replacement; *and*
2. Ordinance 14-16, FY15 Budget Amendment #2 Revising the Elmwood Cemetery Outfall CIP Budget to Incorporate the Above Mentioned Project.

Executive Summary

ECS Carolinas, LLP performed the subsurface exploration and geotechnical engineering work at the Henderson Water Reclamation Facility and is also performing work at the Sandy Creek Pump Station.

Design is well underway for the Elmwood Sewer project; however, it is felt that some geotechnical work is needed to evaluate the presence of rock. The existing sewer main is made of vitrified clay which is very fragile. If rock is encountered and has to be shot in the new alignment, there is a possibility that it can damage the existing pipe resulting in a sanitary sewer overflow (SSO) or line collapse. Due to these potential risks, it is believed that the rock evaluation report would be helpful in completing the design and minimizing the risks.

The cost of the report is \$4,800 and can be completed in a timely manner once the contract is executed. A budget amendment is attached to incorporate the contract cost, pending approval by Council.

1. Resolution 14-66
2. Ordinance 14-16

RESOLUTION 14-66

AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ECS CAROLINAS, LLP TO PERFORM GEOTECHNICAL WORK TO AID IN THE ELMWOOD CEMETERY SEWER REPLACEMENT

WHEREAS, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2014 Strategic Planning Retreat; *and*

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

WHEREAS, the Council authorized the execution of a contract with McGill Associates to begin the design and planning of the Elmwood Sewer Project on 9 December 2013 via Resolution 13-72; *and*

WHEREAS, the Elmwood Sewer Project design is well underway and geotechnical work is needed to complete the project planning and design; *and*

WHEREAS, ECS completed the subsurface exploration and geotechnical work at the HWRF and is also performing work at the Sandy Creek Pump Station Improvement Project.

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

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

The foregoing Resolution 14-66, 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 _____ 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 43, pp. **.*

ECS CAROLINAS, LLP

9001 Glenwood Avenue
Raleigh, NC 27617

WORK AUTHORIZATION

Phone (919) 861-9910
Fax (919) 861-9911

ECS, CAROLINAS, LLP, (ECS) is pleased to provide the services outlined in the proposed scope of services below. This contract, along with the attached ECS CAROLINAS, LLP Terms and Conditions of Service, confirms your authorization for the services requested and the general conditions under which the services are provided.

PROJECT INFORMATION

Project Name:	Proposed Sewer Alignment – Elmwood	ECS Project No:	
Street Address:		ECS Proposal No:	06:17870
City, State:	Henderson, NC	Zip Code:	

CLIENT INVOICE INFORMATION

Firm:	City of Henderson	Attn:	Clark Thomas, PE
Mailing Address:	900 S. Beckford Drive, PO Box 1434	Phone:	252-430-5728
City, State:	Henderson, NC	Zip Code:	27536

SCOPE:

ECS proposes to perform seismic refraction surveys along portions of the proposed alignments. Some areas may not be accessible due to fencing, drainage features, etc. Three days of field work is anticipated.

The results of the seismic refraction survey will be evaluated by a geotechnical engineer a letter report will be issued. The letter report will include the following items:

- Project description;
- Site conditions, including geologic, and special site features;
- Field exploration procedures;
- Subsurface conditions;
- Site development recommendations;
- Discussion of difficult excavation;
- Special conditions encountered;
- Site vicinity map;
- Seismic refraction plan; and
- Seismic refraction arrays.

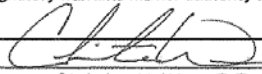
We will provide the reports by e-mail

ESTIMATED FEE: Based on the scope of services outlined in this proposal, our lump sum fee will be **\$4,800.00**. Additional seismic refraction survey can be provided at a unit rate of \$1,600 per business day of field work (including data reduction/letter report. This fee assumes we have full access to the site and are not required to encounter standby time or wait on others to gain access to the auger probe locations.

Work Authorized By:

Signature:		Date:	
Print Name:		Title:	
Firm:			

Signatory warrants his/her authority to bind the entity represented

Prepared By:		Date:	July 23, 2014
	Christina N. Warr, P.E.		

Proposal No.: 06:17870 (hereinafter the "Proposal")

Client: City of Henderson

ECS CAROLINAS, LLP

TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS Carolina, LLP ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

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

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS

harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

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

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

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

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

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

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT's sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT's contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to

the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

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

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

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

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

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

- or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability. If CLIENT is A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4 If CLIENT is A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNERS' ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed.
- Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES: ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

ORDINANCE 14-16

FY15 BUDGET AMENDMENT #2 REVISING THE ELMWOOD CEMETERY OUTFALL CIP PROJECT BUDGET TO INCORPORATE A CONTRACT FOR GEOTECHNICAL WORK TO BE PERFORMED BY ECS CAROLINAS, LLP.

WHEREAS, the City Council of the City of Henderson on 11 June 2014 adopted the FY14-15 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 14-16			
FUND: 44: CIP SEWER		FY 14-15 Budget Amendment #2			
PROJECT: Elmwood Cemetery Outfall Project		Amendment #2 to this Project Budget			
Project Budget Created on 13 May 13		Approved 13-May-13	Current Budget	Amendment	Revised
44: CIP SEWER REVENUES					
Transfer from Cap Reserve Utilities Fund	44-854-461070	\$ 19,300	\$ 55,300	\$ -	\$ 55,300
State Revolving Loan (NCDENR)	44-854-458221	\$ -	\$ 1,800,000	\$ -	\$ 1,800,000
	Total	\$ 19,300	\$ 1,855,300	\$ -	\$ 1,855,300
					\$ 1,855,300
44: CIP SEWER EXPENDITURES		Approved 13-May-13	Current Budget	Amendment	Revised
Preliminary Engineering Report	44-854-510296	\$ 19,300	\$ 19,300	\$ -	\$ 19,300
Planning & Design	44-854-510100	\$ -	\$ 98,000	\$ -	\$ 98,000
Legal/Admin	44-854-510200	\$ -	\$ 2,500	\$ -	\$ 2,500
Engineering	44-854-510301	\$ -	\$ 8,300	\$ 4,800	\$ 13,100
Construction	44-854-510400	\$ -	\$ 1,439,950	\$ -	\$ 1,439,950
Construction/admin	44-854-510800	\$ -	\$ 92,000	\$ -	\$ 92,000
SRF Closing Fee	44-854-567000	\$ -	\$ 36,000	\$ -	\$ 36,000
Contingency	44-854-999010	\$ -	\$ 159,250	\$ (4,800)	\$ 154,450
	Total	\$ 19,300	\$ 1,855,300	\$ -	\$ 1,855,300
					\$ 1,855,300
	Variance			\$ -	
Reference:		Notes:			
13 May 13: CAF 13-49; Res 13-35; Ord 13-23; FY 13 BA#35		Resolution 13-35 authorizing execution of contract with McGill Associates for the completion of a preliminary engineering report for the Elmwood Cemetery Outfall Project. Ordinance 13-23 and BA #35 establishing a CIP project budget.			
28 Oct 13: CAF 13-108; Res 13-68; Ord 13-50; FY 14 BA#14		This ordinance and budget amendment serves to amend the initial project budget for this project, which consisted solely of the preliminary engineering report, and to budget the State Revolving Loan funds from NCDENR and the corresponding project costs anticipated for this project. There is a 2% closing fee which is being budgeted as a transfer from the Capital Reserve Utilities Fund (Sewer portion).			
28 Jul 14: CAF 14-85; Res 14-66; Ord 14-16; FY 15 BA#2		This ordinance and budget amendment serves to amend the project budget for this project to allow for the performance of geotechnical work which is needed to evaluate the presence of rock. ECS Carolinas, LLP has agreed to perform this work for a fee of \$4,800. We are proposing to take these funds from the Contingency line item.			

The foregoing Ordinance 14-16, upon motion of Council Member *** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was ***** on this the ----- day of ----- 2014: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

*Reference: Minute Book 42, p.**; CAF 14-85*

STATE OF NORTH CAROLINA - CITY OF HENDERSON

I, Esther McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 14-16 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

Meetings and Events Calendar

All Regular City Council Meetings Held 2nd & 4th Monday at 6:00 P.M.

Date	Time	Event	Location
Aug 4 th	3:30 PM	Henderson Planning Board	City Council Chambers
Aug 5 th	3:30 PM	Henderson Zoning Board of Adjustments	City Council Chambers
Aug 11 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room
Aug 11 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Aug 12 th	3:00 PM	Henderson Appearance Commission - CANCELLED	City Council Chambers
Aug 14 th	12:00 PM	Henderson-Vance Parks & Recreation Commission	Aycock Recreation Center
Aug 21 st	7:00 PM	Human Relations Commission	City Council Chambers
Aug 25 th	6:00 PM	City Council Meeting Work Session to Follow	City Council Chambers
Sept 1 st	<i>City Hall Closed</i>	<i>Happy Labor Day</i> 	CITY HALL CLOSED
Sept 2 nd	3:30 PM	Henderson Zoning Board of Adjustments	City Council Chambers
Sept 8 th	3:30 PM	Henderson Planning Board	City Council Chambers
Sept 8 th	5:00 PM	Library Advisory Board Meeting	Perry Memorial Library
Sept 8 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Sept 9 th	3:00 PM	Henderson Appearance Commission - CANCELLED	City Council Chambers
Sept 11 th	12:00 PM	Henderson-Vance Parks & Recreation Commission	Aycock Recreation Center
Sept 18 th	7:00 PM	Human Relations Commission	City Council Chambers
Sept 22 nd	6:00 PM	City Council Meeting Work Session to Follow	City Council Chambers
Sept 26 th	10:00 AM	Henderson-Vance E-911 Advisory Board Meeting	E-911 Operations Center
Oct 6 th	3:30 PM	Henderson Planning Board	City Council Chambers
Oct 7 th	3:30 PM	Henderson Zoning Board of Adjustments	City Council Chambers
Oct 9 th	12:00 PM	Henderson-Vance Parks & Recreation Commission	Aycock Recreation Center
Oct 13 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room

Last Updated 11 July 2014

City Council Action Form

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



Agenda Item: _____

Council Meeting: 28 July 14 Work Session

24 July 2014

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

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

RE: CAF: 14-82

Consideration of a Request from Vance County Citizen Tommy Hester Regarding Water Lines in the US158 Bypass and Oxford and Poplar Creek roads Areas.

Ladies and Gentlemen:

Council Retreat Goals and Core Values Addressed By This Item:

- **KSO 5:** To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems
- **CV 7:** Teamwork and Collaborative Efforts
- **CV 9:** Good Working Relationship with Vance County

Recommendation:

- It is recommended the City Liaison, Mr. Inscoe and City staff, coordinate and work with Vance County and its staff, to further review this matter and develop recommendations to both the City and County regarding the future of these service areas and how they will be serviced with public potable water.

Executive Summary:

Vance County Commissioner Tommy Hester has requested to be placed on the City Council's agenda to discuss water in currently unserved areas in Phase 2A. These areas are in proximity to Ruin Creek Road, Poplar Creek Road and US 158 Bypass. Mr. Hester has confirmed with the City Clerk he is presenting this request to the City Council as a private citizen and not as an official request of the Vance County Board of Commissioners. *(See Attachment No. 1)*

Background

During the final planning stages for Vance County Water System 2A&B, the Liaisons representing Henderson and Vance County, Messieurs Inscoe and Hester; respectively, pursued a

progressive plan of action for the County to build a major water transmission line along Oxford Road and Poplar Creek Road as well as distribution lines within adjoining neighborhoods. The discussion included ways in which the City would acquire ownership of the main lines on Oxford and Poplar Creek roads since this would form a vital part of the water loop necessary to support the industrial parks. Ultimately, the County advised the City it did not have the resources to proceed with the concept.

Once it was determined the County could not proceed with the project, the City Council was requested by City Administration to approve Resolutions 13-16 and 13-24 on 25 February 2013. R 13-16 provided for the execution of a contract with a professional engineering firm for the design of the project and assistance with the grant application to the State. R 13-24 provided for approval of the grant/loan application to the Drinking Water State Revolving Fund for both this project.

On 1 September 2013, the application for the water project was submitted to the State and on 18 March 2014, the City received notice the project was not awarded for funding, but would be considered again during the September 2014 funding round.

Current Situation

Mr. Hester requested a meeting at his office on 21 May 2014 with various County officials and its consulting engineers along with Mr. Inscoe, Mr. Frazier and the City Manager to discuss this project. Mr. Hester advised the County now had funding for the lines and it was critical to get the lines installed. Mr. Hester and others present, including one citizen from the community, were advised of the status of the City's grant application with the State and that it was not until the County advised it could not proceed with the project in 2012 that the City initiated efforts to design the line and seek State funding.

It was further discussed the grant/loan application is "still in process" and a funding decision by the State would be known by sometime after September 2014.

The County's water system now has available funds to add additional roads in the Phase 2 project. In some cases, these areas would be in the County's service area while other areas would be in the City's service area. Thus, there is much to discuss and agree upon in order for the County to move forward with its Phase 2 project as well as residents in both service areas obtaining potable water service.

Some Concerns Articulated

Without a doubt, the opportunity is at-hand for people currently without public potable water access to be served. This will require financial and service commitments by both the City and County in order for this to be achieved. There are concerns and considerations which should be addressed. Some of these include the following:

1. A determination of which areas should fall into the City's water service area vis-à-vis those which should fall within the County's water service area. For example, Oxford

Road between Ruin Creek Rd. and Poplar Creek Rd, and Poplar Creek Rd. from Oxford Rd. to Triangle North Vance should be a City water line since it is needed as a major redundant water loop for service to the industrial/business parks as well as existing service area.

2. The quality of construction materials is point of major concern for the City. The County is using a PVC pipe whereas the City uses ductile iron. While the former is less expensive at the front end of a project, over time, ductile iron is going to last and be less problematic.
3. Funding major infrastructure projects is always an issue. Fortunately for the County, grant funding from USDA, Federal Stimulus funding and its own bonding have resulted in funds being available to perform additional work in the service areas previously mentioned. While the City has an application on file with the State for funding the major transmission line along Oxford Rd., it has not yet established funding for projects beyond the scope of this line. Should the City determine it wishes to extend water service along roads and within neighborhoods within its natural service areas, it would have to be willing to establish a funding source, or sources. More than likely, the primary funding would be from Revenue Bonds and hopefully some funding from the State.
4. The City's water system has not experienced much growth in the past decade or so. Providing service along the Oxford Rd. and Rt. 158 Bypass areas will ensure a long-term utility growth systems as those areas continue to grow and develop.
5. The City does not have authority to require any business or individual located outside of the city limits to hook up to its water system. Additionally, the recent changes in the State's annexation laws means incremental growth into these areas, even though served with utilities, probably will not happen unless the annexation is 100% voluntary.

Path Forward

It is recommended the City Liaison, Mr. Inscoe and City staff, coordinate and work with Vance County and its staff, to further review this matter and develop recommendations to both the City and County regarding the future of these service areas and how they will be serviced with public potable water.

If City Council is amenable to this recommendation, a Resolution will be drafted for consideration at the first meeting in August.

Enclosures:

1. Letter from Mr. Hester, 20 June 2014

1

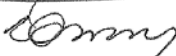
THOMAS S. HESTER, JR.
Vance County Commissioner, District #7
857 S. BECKFORD DRIVE, SUITE A
HENDERSON, NC 27536

June 20, 2014

James O'Geary, Mayor
City Council
Ray Griffin, City Manager
PO Box 1434
Henderson, NC 27536

We would like to appear before you to discuss Water in Vance County Commissioner's District #7 outside the City Limits of Henderson. Enclosed are minutes on April Meeting. Also, a letter sent to me from LKC Engineering dated June 20, 2014.

Sincerely,



Tommy Hester, County Commissioner, District #7

Tim Carpenter, LKC Engineering

Cc: Jerry Ayscue, County Manager
Jordan McMillen, Deputy County Manager

Tommy Hester

From: "Tommy Hester" <tshester@ncol.net>
Date: Thursday, April 17, 2014 4:14 PM
To: "Hester Tommy" <tshester@ncol.net>
Subject: WATER MEETING

Thank you for meeting today to aid in bringing Public Water to more citizens in Vance County. We are glad Tim Carpenter and Frank Frazier will be getting together to look at Engineering. City of Henderson is looking into monies available. They should know by October whether they can or cannot get monies to do parts or any of these projects:

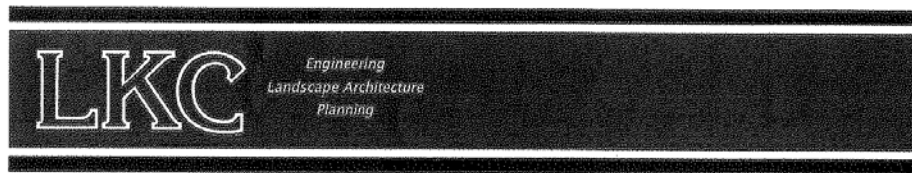
- (A) Old Oxford Road/Weybosset Projects Area
- (B) Parrot Road/Westridge Area
- (C) Poplar Creek Road Area
(Western Vance to 158 Bypass)

The County at present has monies available to do Projects, approval from County would have to be gotten. County Specs for Pipe is different than City's. The City's ductile iron pipe is anywhere from 12/20 dollars more per foot.

Thanks,

*Tommy Hester
Vance County Commissioner
857 S. Beckford Drive, Suite A
Henderson, NC 27536
252-738-9771 (Office)
252-430-9036 (Mobile)*

4/18/2014



June 20, 2014

Mr. Tommy Hester
County Commissioner - District 7
857 S. Beckford Drive, Suite A
Henderson, NC 27536

RE: Old Oxford Road Water Main Extensions

Dear Tommy:

This letter shall serve as a summary of our meeting on May 21, 2014 with the City of Henderson and representatives from Vance County to discuss the extension of water mains along Old Oxford Road (Hwy 158), Wey Bossett and Woodland Trail Areas. This discussion was prompted based upon interest or sign-ups for water connections to the Vance County Water District (VCWD). The following will summarize a few of the issues discussed relating to the extensions of these mains:

- Old Oxford Road is an area that the City has targeted for a water main extension and has applied for approximately \$750,000 in funding and have also designed and permitted the water main. The proposed main extends along Old Oxford Rd. from Ruin Creek Rd. to Poplar Creek Rd. and would serve as a supplemental supply line for the western portion of the City's distribution and transmission mains.
- It was not clear from our meeting as to the City's intent to include any of the side roads adjacent to this main. These side roads contain several residents whom have either submitted a sign-up form or expressed interest in receiving water from the VCWD.
- Another question that arose from the meeting was, if the City were unsuccessful in their funding application would the area be open for the VCWD to serve subject to funding? Additionally what operational or ownership terms of the main would be advantageous to both the City and VCWD and to what standards should the water main be constructed?
- The VCWD potentially has funding available but would need to serve the side roads mentioned above to make the project feasible to and to provide service to the residents that have expressed a need for the water.

LKC Engineering, PLLC, 140 Aqua Shed Court, Aberdeen, North Carolina 28315 * PH: 910/420-1437 * FAX: 910/637-0096
License No. P-1095

Mr. Tommy Hester
June 20, 2014
Page 2 of 2

- The City and VCWD have differing construction standards relating to the water main installation which cause a fairly significant difference in construction costs.
- Some of the operational issues include questions about bulk metering, ownership and system hydraulics.

The meeting ended with instructions from both the City and VCWD for the consultants for each party to make contact to discuss engineering issues relating to hydraulics, timing and feasibility. I made contact with Joel Whitford, PE of McGill Associates, PA (City's Consultant) to obtain the particulars of what the City's plan included and what had been completed to date and how these mains would functionally be built and installed with both the City and VCWD having interest in the project. The conversation with Mr. Whitford concluded that hydraulically the area could be served but the ownership, operational and cost issues would be the decisions of the City and VCWD. It was beneficial for Mr. Whitford and I to talk but we soon determined that we could not make any recommendations on behalf of the City or VCWD without them first providing some guidance as to what the terms of service would include relating to ownership, operations etc..

At this point it is important that the City and VCWD come to some agreement on these issues relating to this service area prior to further technical or cost investigations. We will wait to hear from or be a part of this discussion between the City and VCWD and provide subsequent opinions of feasibility and cost as a result of direction from the City and VCWD. It is important to note that VCWD Phase 2 project funding has a "Sunset Date" of September 2015 from USDA, meaning that after that date the funding is no longer available so the project must be complete. While fourteen months seems to be ample time, if the VCWD performs this work then design, permitting and approvals from the VCWD Board and USDA as well as the construction duration must be considered relative to this "Sunset Date".

If you have any questions or need any additional information please feel free to contact me at this office (910) 420-1437.

Sincerley,
LKC ENGINEERING, PLLC



Tim Carpenter

Owners Name	Numerical	Street	Parcel Number	Date Added
Hwy 158 Business (Oxford Road between Ruin Creek and Poplar Creek Roads)				
G W Knott, Jr Heirs (Ruth Brummitt)	4730	Highway 158 Business	0413 02019	8/9/2010
Patricia Hughes	5429	Highway 158 Business	0426 01004	3/18/2013
Mt Moriah Methodist Church	5448	Highway 158 Business	0414 01003	7/21/2010
Annie Allen	5810	Highway 158 Business	0412 01012	6/14/2010
Mary Manning & others (Linda Kittrell)	5826	Highway 158 Business	0412 01011	10/17/2012
Earnest Kittrell	5850	Highway 158 Business	0412 01009	6/29/2010
Grady Ridley	0000	Highway 158 Business	0412 01006	10/20/2010
John & Donna Wester	0000	Highway 158 Business	0414 01013	8/23/2012
Carolina Pines Subdivision				
John Stancil, Jr.	97	Burning Tree Drive	0426B01003	4/6/2011
Kathryn Blackburn	211	Burning Tree Drive	0426B01006	10/1/2012
Carl Thomaon	248	Burning Tree Drive	0426B03002	10/18/2010
Jack Reetz	267	Burning Tree Drive	0426B01008	3/8/2011
Donald & Sue Gupton	290	Burning Tree Drive	0426B03003	4/1/2011
Harry Fink	305	Burning Tree Drive	0426B01010	3/9/2011
Joseph & Sadie Callahan	391	Burning Tree Drive	0426B04002	3/31/2011
Joseph Falkner	428	Burning Tree Drive	0426B03006	5/13/2010
Mary Bowen	100	Turner Lane	0427 01009	10/5/2012
Jeffrey & Diane Finch	150	Turner Lane	0426D01006	3/18/2011
Calvin & Delores Grant, Sr	195	Southerland Place	0426C01002	12/4/2012
Bobby & Teresa Barnes	224	Southerland Place	0426 01041	9/26/2012
Richard & JoAnn Goldstein	35	Wintergreen Road	0426B03001	3/22/2011
Westwoods Hills Subdivision				
Gene Ayscue	84	Weybossett Road	0414A02012	7/9/2010
James Beresheski	96	Weybossett Road	0414A02011	10/11/2010
Horace Marshburn	170	Weybossett Road	0414A02008	11/5/2010
Albert Taylor	191	Weybossett Road	0414A01001	10/11/2010
Valley View Development	199	Weybossett Road	0414A01002	11/1/2010
Lionel & Melissa Waddell	200	Weybossett Road	0414A02007	5/31/2012
Cornelius Cathcart	221	Weybossett Road	0414A01003	10/11/2010
Thelma Grant	230	Weybossett Road	0414A02006	4/26/2010
Merrell Satterwhite	250	Weybossett Road	0414A02005	4/26/2010
Valley View Development	260	Weybossett Road	0414A02004	11/1/2010
Barbara Garrett	102	Beavertail Road	0414A01031	10/23/2012
Paul Edwards	105	Beavertail Road	0414A01008	8/3/2010
Larry Silver	120	Beavertail Road	0414A01029	9/20/2012
Hoarce Craig	254	Beavertail Road	0414A01023	6/2/2010
Roy Jackson	288	Beavertail Road	0414A01022	5/13/2010
Robert & Susan McCarthy	40	Beacon Hill	0414A01016	10/17/2012
Hunters Ridge				
Joseph & Sandra Ross	168	Shadowbrook Drive	0426A04007	9/28/2012
Ronald Launder	0000	Hunters Ridge Dr	0426A04003	10/1/2012

Owners Name	Numerical	Street	Parcel Number	Date Added
US 158 Bypass				
Vance C. Group Home (D D Resid)	941	US 158 Bypass	0411 03008	10/19/2010
B. Wayne Rivers	2155	US 158 Bypass	0410 05010	10/29/2010
Mrs. Fred (Hilda) Moore	2141	US 158 Bypass	0410 05009	8/3/2010
Ronnie Moore	2143	US 158 Bypass	0410 05008	8/3/2010
Eileen Court				
Patricia Lenehan	103	Eileen Court	0410D01010	5/13/2010
William Ford	133	Eileen Court	0410D01009	10/11/2010
David Brooks	162	Eileen Court	0410D01005	4/26/2010
Robert Edmonds, Jr.	176	Eileen Court	0410D01006	9/23/2010
Parrott Road				
Tony Bailey	207	Parrott Road	0410A01007	8/16/2010
James & Katherine Nutt	260	Parrott Road	0410A02002	4/2/2014
Lannie Willie & Gwen Bridges	324	Parrott Road	0410 04022	1/20/2011
Charles Parrott	360	Parrott Road	0410 04015	4/2/2014
Michael Boyd	381	Parrott Road	0410 05013	10/11/2010
Timothy Reese	410	Parrott Road	0413A02001	8/5/2010
James & Colleen Braswell	460	Parrott Road	0413A02002	3/2/2011
James Nutt	490	Parrott Road	0413 01005	5/24/2010
James Nutt	623	Parrott Road	0413 03001	5/24/2010
West Ridge Drive				
Clayton & Pam Easter	72	West Ridge Drive	0413A01002	4/11/2014
Betsy Rublein	119	West Ridge Drive	0413A02005	10/11/2010
Troy Adams	128	West Ridge Drive	0413A01004	4/26/2010
William Norwood	139	West Ridge Drive	0413A02006	10/11/2010
Deborah McGhee	162	West Ridge Drive	0413A01006	4/26/2010
Deer Wood Trail				
David Cooper	205	Deer Wood Trail	0411A02002	4/26/2010
Cynthia Walker	225	Deer Wood Trail	0411A02005	10/11/2010
Warren Hare, III	230	Deer Wood Trail	0411A02006	4/20/2010

City Council Action Form

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



Agenda Item: _____

Council Meeting: 28 July 14 Work Session

7 July 2014

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

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

RE: CAF: 14-79

Consideration of Approval of Ordinance 14-37, Revising the City Code to Appropriately Reflect City Council Committees

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- CV 4: We value the public trust and will perform our duties and responsibilities with the highest levels of integrity, honesty, trustworthiness and professionalism.

Recommendation:

- Approval of Ordinance 14-37, Revising the City Code to Appropriately Reflect City Council Committees

Executive Summary:

During the 11 January 2010 Council Meeting, Resolution 10-05 was approved to reorganize the committee structure. The reorganization incorporated all the committees into the Committee of the Whole, except the Human Resources Committee, the Public Safety Committee, the Land Planning and Development Committee and the Boards and Commissions Committee.

During the 10 January 2011 Council Meeting, Resolution 11-17 was approved which granted the Mayor authority to appoint a City Council Liaison and folded the Inter-Governmental Committee into the Committee of the Whole.

An ordinance for both changes was never submitted to Council for approval. This Ordinance makes the appropriate changes to City Code, Chapter 2, Article II, Section II.

Enclosure:

1. Ordinance 14-37
2. Resolution 10-05
3. Resolution 11-17

ORDINANCE 14-37

AN ORDINANCE RELATING TO CITY COUNCIL COMMITTEES

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

Section 1. That Sec. 2-7 of the City Code is rewritten to read as follows:

“Sec. 2-7. Order of Business.

The City Council can determine the order of the transaction of business at City Council meetings.”

Section 2. That Section 2-14 of the City Code relating to “Order of Reports” is hereby repealed.

Section 3. That Sec. 2-22. Committees. is rewritten to read as follows:

“Sec. 2-22. Committees.

The City Council can appoint (or delegate to the Mayor to appoint) such committees relative to such matters and to perform such duties as the City Council may deem appropriate from time to time.”

Section 4. The foregoing Ordinance shall be in full force and effect from and after the date of its passage.

The foregoing Ordinance 14-37, 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 43, 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 14-37, An Ordinance Relating to City Council Committees*, adopted by the Henderson, City Council in Regular Session on 14 July 2014 (*See Minute Book 43, p. ***). This Ordinance is recorded in *Ordinance Book # 9, pp. ***.

Witness my hand and corporate seal of the City, this 15th day of July 2014.

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

RESOLUTION 10-05

A RESOLUTION ESTABLISHING CITY COUNCIL POLICY REGARDING CITY COUNCIL COMMITTEE OF THE WHOLE; CITY COUNCIL COMMITTEE APPOINTMENTS AND APPOINTMENT OF THE SERGEANT-AT-ARMS

WHEREAS, the City Council reorganizes itself during the first meetings after biennial Installation of newly elected officials; and

WHEREAS, newly elected officials were Installed at the 14 December 2009 City Council meeting and as part of the reorganization the City Council appointed Council Member Lonnie Davis as Mayor Pro-Tempore and reappointed City Manager Ray Griffin, City Attorney John Zollicoffer and City Clerk Pamela Glover; and

WHEREAS, another function of reorganization for the new City Council is to consider the appointment of Council Members to committees, boards and commissions; and

WHEREAS, it is felt that the City Council practice of utilizing Work Sessions and it serving as the Committee of the Whole should be expanded and formalized as City Council Policy; and

WHEREAS, the Mayor and City Council may, at any time as it deems appropriate, appoint new committees, either standing or ad-hoc, and

WHEREAS, it is felt that a Sergeant-at-Arms would be an appropriate appointment.

NOW, THEREFORE, BE IT RESOLVED, by the City of Henderson City Council that it approves the reorganization of its current committee structure to provide for the City Council to serve as the Committee of the Whole for matters that involve the former Finance and Budget Committee, Journal Committee, Legislative Committee, Community Development Committee, Public Works Committee and the Public Utilities Committee; said committee to operate in the Work Session environment and the Mayor shall serve as its Chairman and the Mayor Pro-Tempore as its Vice Chairman; and

BE IT FURTHER RESOLVED that there will be five committees of Council, Human Resources Committee, Public Safety Committee, Land Planning and Development Committee, Boards and Commissions Committee and City-County Inter-governmental Committee, and each shall consist of four elected officials being appointed by the Mayor with consultation with Mayor-Pro Tempore. The Mayor, in consultation with the Mayor Pro-Tempore, shall appoint the Chairman and Vice Chairman. The Chairman will serve in the first year and as Vice Chairman in the second year of the term. Conversely, the

Vice Chairman shall serve in the first year and as Chairman in the second year of the term. Committees shall meet on an as-needed basis only.

BE IT FURTHER RESOLVED that the Police Chief, or his designee, shall serve as Sergeant-at-Arms.

The foregoing Resolution, introduced by Councilmember Rainey and seconded by Councilmember Peace on this the 11th day of January 2010, and having been submitted to a roll call vote, was approved by the following votes: Evans, Coffey, Rainey, Inscoc, Daeke, Peace, Davis, and Daye Noes: None Absent: None

James D. O'Geary, Mayor
City of Henderson

ATTEST:

Pamela Glover, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

RESOLUTION 11—17

A RESOLUTION PROVIDING FOR THE APPOINTMENT OF A CITY COUNCIL LIAISON TO THE VANCE COUNTY BOARD OF COMMISSIONERS AND REORGANIZING THE INTERGOVERNMENTAL COMMITTEE

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2010, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals and 12 Core Values; *and*

WHEREAS, this Resolution addresses one Core Value as follows: Core Value 9: We value a good working relationship with the County of Vance and believe by working together in a cooperative effort we can better address the strategic challenges and opportunities facing our community; *and*

WHEREAS, the City of Henderson (City) and County of Vance (County) have met several times during the past year via their respective inter-governmental committees to discuss items of mutual interest and concern; *and*

WHEREAS, it is felt to be in the best interest of furthering City/County relations for the Mayor to appoint a liaison from the Council to the County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED by the Henderson City Council that it does hereby 1) create the position of City-County Liaison and said duties and responsibilities of said Liaison being more fully articulated in **Attachment A** to this Resolution; *and* 2) authorizes the Mayor to appoint a member of City Council to serve as its Liaison to the Vance County Board of Commissioners; and 3) the City's Inter-Governmental Committee will be absorbed by and become part of the Council's Committee of the Whole.

The foregoing Resolution 11—17, upon motion of Council Member Daeke and second by Council Member Daye, and having been submitted to a roll call vote received the following votes and was APPROVED on this the 14th day of February 2011: YES: Daye, Coffey, Inscoc, Rainey, Peace-Jenkins, Daeke and Davis. NO: None. ABSTAIN: None. ABSENT: None.

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

Reference:

- 10 January 2011, 28 January 2011 and 14 February 2011 Minutes, Minute Book 42, p. 39
- CAF 10-25, 5 January 2011
- Resolution 10-5, Resolution Book 1, p. 305.
- CAF 10—9, 7 January 2010

Resolution 11-17
Attachment A
Roles and Responsibilities of the City/County Liaison

I. Purpose

To further develop and improve the relationship between the City of Henderson (City) and the County of Vance (County) by fostering improved communication and dialogue between the two entities. It is expected the City/County Liaison process will result in a more timely and effective decision making process on issues of importance to both the City and County.

II Core Values Addressed

Core Value 9—Good Working Relationship with Vance County: We value a good working relationship with the County of Vance and believe by working together in a cooperative effort we can better address the strategic challenges and opportunities facing our community.

III Roles and Expectations of Liaison

The position of City/County Liaison (Liaison) shall serve as the City Council's main contact person with the Vance County Board of Commissioners County/City Liaison. The values by which the City's Liaison shall work are summarized below:

- The Liaison will only represent to his/her County counterpart the views, concerns, opinions and requests of the Council as a whole and not those of individual Council Members or a group of Council Members.
- City Council will share its concerns on various matters as they arise and ask the Liaison to consult with his/her County counterpart, attempt to find common ground and to report progress and/or recommendations for it to consider at a future meeting.
- The Liaison may make suggestions to the Mayor and City Council during its meetings on things he/she feels are important issues to carry before his/her County counterpart.
- The Liaison will advise and seek recommendations and input from the City Council during its meetings and work sessions.
- City Council reserves unto itself the sole right to accept and/or reject recommendations from the Liaison.

IV Appointment

The City Council may, at its discretion and by Resolution, repeal the Liaison process established by this Resolution. The Mayor shall be authorized to appoint a Liaison from the membership of the City Council. Subsequent to the initial appointment, the Mayor shall appoint the Liaison at the same time he/she makes City Council Committee appointments, said appointments customarily made at the first meeting of January following the seating of a new City Council.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 28 July 14 Work Session

24 July 2014

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

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

RE: **CM 14-26**

Staff Review of Various Locations in which Changing Conditions May Warrant Amendments to the City Code Relative to Certain Parking Regulations.

Ladies and Gentlemen:

The City Council asked for staff to review regulations on city streets regarding traffic signs and other regulations that may no longer be applicable due to changing conditions. The staff is currently reviewing the City Code and investigating areas which may warrant changes. Once this investigation is complete, it will be brought back to the City Council for review and consideration of approval.

Attached is a copy of the existing City Code relating to parking and other regulations and a preliminary list of ones marked that have been identified thus far.

Henderson, North Carolina, Code of Ordinances >> TITLE II - POLICE >> **Chapter 7 - MOTOR VEHICLES AND TRAFFIC** >> **ARTICLE VI. STOPPING, STANDING AND PARKING GENERALLY** >>

ARTICLE VI. STOPPING, STANDING AND PARKING GENERALLY ^[10]

- Sec. 7-68. Stopping in streets prohibited generally.
- Sec. 7-69. Standing vehicle in street as to interfere with traffic.
- Sec. 7-70. Manner of parking.
- Sec. 7-71. Vehicles backed to curb.
- Sec. 7-72. Stopping with left side to curb.
- Sec. 7-73. Parking within indicated spaces.
- Sec. 7-74. Standing or parking vehicles for certain purposes.
- Sec. 7-75. Standing or parking vehicle for advertising purposes.
- Sec. 7-76. Standing, stopping and parking prohibited in certain places.
- Sec. 7-76.1. Fire lanes.
- Sec. 7-77. Moving parked vehicle owned by another.
- Sec. 7-78. Display of lights on lawfully parked vehicles.
- Sec. 7-79. Parking prohibited at all times on certain streets; exception.
- Sec. 7-79.1. Parking prohibited at all times on certain streets.
- Sec. 7-79.2. Parking, stopping and standing vehicles prohibited at all times on certain streets.
- Sec. 7-80. Parking prohibited during certain hours on certain streets; exception.
- Sec. 7-80.1. Parking prohibited during school hours on certain streets.
- Sec. 7-80.2. Parking prohibited between 9:00 A.M. and 6:00 P.M. Monday through Friday on certain streets.
- Sec. 7-81. Parking prohibited between 6:00 A.M. and 6:00 P.M. on certain streets.
- Sec. 7-82. One-hour parking on certain streets 8:00 A.M. to 6:00 P.M.; exception.
- Sec. 7-83. Two-hour parking on certain streets—8:00 A.M. to 6:00 P.M.; exception.
- Sec. 7-83.1. Same—9:00 A.M. to 6:00 P.M.; exception.
- Sec. 7-84. One-hour parking on certain streets.
- Sec. 7-85. Fifteen minute parking on certain streets.
- Sec. 7-85.1. Twenty minute parking on certain streets.
- Sec. 7-85.2. Thirty minute parking on certain streets.
- Sec. 7-85.3. Ninety minute parking on certain streets—8:00 A.M. to 6:00 P.M.; exception.
- Sec. 7-86. Parking in loading, etc., zones.
- Sec. 7-87. Parking on certain streets prohibited during certain periods each year.
- Sec. 7-88. Parking trucks prohibited on certain streets.
- Sec. 7-89. Parking certain trucks prohibited.
- Sec. 7-90. Double parking prohibited.
- Sec. 7-91. Parking taxicabs in unauthorized spaces.
- Sec. 7-92. City-owned or operated parking lots—Parking space rental fees.
- Sec. 7-93. Same – Additional regulations.
- Sec. 7-94. Enforcement of article.
- Sec. 7-95. Civil penalties for violations of parking ordinance.
- Sec. 7-96. Presumption of violation.
- Sec. 7-97. Continuous violations.
- Sec. 7-98. Use of civil penalties.
- Sec. 7-99. Affidavit prima facie evidence of parking citations.
- Sec. 7-100. Use of wheel locks on vehicles with unpaid and outstanding parking penalties.

<https://library.municode.com/print.aspx?h=&clientID=13118&HTMRequest=https%3a%2f...> 7/24/2014

On any street which is marked off with lines indicating the parking spaces for cars, cars shall be parked between the lines.

(Code 1967, § 7-65)

Sec. 7-74. Standing or parking vehicles for certain purposes.

No person shall stand or park a vehicle on any street for the principal purpose of:

- (a) Displaying it for sale.
- (b) Washing, greasing or repairing the vehicles except repairs necessitated by an emergency.
- (c) Storage thereof by garages, dealers or other persons.
- (d) Storage of any detached trailer or van where the towing unit has been disconnected or for the purpose of transferring merchandise or freight from one (1) vehicle to another.

(Code 1967, § 7-66)

Sec. 7-75. Standing or parking vehicle for advertising purposes.

No person shall stand or park on any street any vehicle for the primary purpose of advertising.

(Code 1967, § 7-67)

Sec. 7-76. Standing, stopping and parking prohibited in certain places.

No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device, in any of the following places:

- (a) On any sidewalk.
- (b) Within an intersection.
- (c) On a crosswalk.
- (d) Within thirty (30) feet of any flashing beacon, stop sign or traffic-control signal located at the side of a street or roadway.
- (e) On either side of any street approaching a railroad underpass or overhead bridge within fifty (50) feet in any direction of the outer edge of the underpass or overhead bridge.
- (f) On either side of any street approaching a grade crossing within fifty (50) feet of the closest rail; provided, that where existing permanent structures are located along the street and closer than fifty (50) feet, parking may be permitted in front of the structures, unless otherwise prohibited, if such parking does not interfere with the view in either direction of an approaching locomotive or train.
- (g) Alongside or opposite any street excavation or obstruction where the stopping, standing or parking would obstruct traffic.
- (h) On any bridge or other elevated structure or within any underpass structure.
- (i) Within fifteen (15) feet in either direction of the entrance to a hotel, theater, hospital, sanitarium or any public building.
- (j)

<https://library.municode.com/print.aspx?h=&clientID=13118&HTMRequest=https%3a%2f...> 7/24/2014

Sec. 7-79. Parking prohibited at all times on certain streets; exception.

No person shall park a motor vehicle on the streets listed in this section at any time; provided, that this section shall not apply on Sunday:

Alexander Avenue, on the south side, for a distance of sixty (60) feet east and sixty (60) feet west of the driveway to the Harriet Cotton Mill Number 1.

Andrews Avenue, on the north and south sides beginning at the eastern curb line on William Street and extending east one hundred twenty-five (125) feet.

Andrews Avenue, on the north side, within the space beginning at the old city limits and running west on Andrews Avenue for a distance of five hundred (500) feet.

Andrews Avenue, on the north side, from Cherry Street to Pinkston Street.

Andrews Avenue, north side, beginning at the eastern curb line of Vance Street thence in an eastern direction for a distance of approximately one thousand two hundred twenty-five (1,225) feet to a point adjacent to the Cherry Street intersection.

Andrews Avenue, on the south side, for a distance of three hundred thirty-nine (339) feet east of Booth Avenue and for a distance of two hundred sixty-seven (267) feet on the north side, south of Andrews Avenue.

Andrews Avenue, on the south side, from Clark Street to Cherry Street.

Andrews Avenue, on the south side, ninety-six (96) feet east of the curb line of Garnett Street.

Arch Street, between William and Zene Streets, either side.

Arch Street, on the north side, from Zene Street to College Street.

Beckford Avenue, on both sides, from N. C. 39 (West Andrews Avenue) to the end of the city limits.

Beckford Avenue, on both sides, from Parrish Mill Road to N. C. 39 (West Andrews Avenue).

Beckford Avenue, on both sides, from Parrish Mill Road to N. C. 39 (West Andrews Avenue).

Beckford Avenue, on both sides, from N. C. 39 (West Andrews Avenue) to the end of the city limits.

Belle Street, on the north side, extending one hundred (100) feet west from Dorsey Avenue.

Belle Street, on the north side, from Garnett Street ninety-four (94) feet west.

Belle Street, on the south side, beginning at the western curb line of Garnett Street and extending west one hundred thirty-six (136) feet.

Boothe Avenue, for a distance of one hundred seventy-five (175) feet south of Andrews Avenue.

Garnett Street, on the east side, from Young Avenue to a point one hundred forty-eight (148) feet south of Belle Street.

Garnett Street, east side, one hundred (100) feet north from the northern curb line of Young Avenue.

Garnett Street, west side, from Rose Avenue to Church Street.

Garnett Street, on the west side, for a distance of one hundred (100) feet north of the curb line of West Andrews Avenue.

Garnett Street, on the west side, for a distance of thirty (30) feet south of the southern curb of Oak Street.

Garnett Street, west side, one hundred (100) feet north from the northern curb line of Young Avenue.

Glover Street, on the south side, beginning at a point six hundred forty (640) feet from the western curb line of Dabney Drive and extending west one hundred forty-four (144) feet.

Granite Street, on the north side, between Chestnut Street and Garnett Street.

* [*Granite Street*, on the north side, from Chestnut to Mrs. H. H. Bass, Jr. driveway.

Granite Street, on the west side, beginning forty-four (44) feet north of Dorsey Avenue for a distance of twenty-two (22) feet.

Harrell Street, on the north side, beginning at its intersection with William Street and running east for a distance of one hundred (100) feet.

Harrell Street, on the south side.

Harriet Street, on the west side, beginning at the southern curb line of Gay Street and thence south to the northern curb line of Southerland Street.

Highland Avenue, on the west side.

Horner Street, on the south side, between Garnett Street and Chestnut Street.

Horner Street, on the north side, beginning at the western curb line of Chestnut Street and running in a westerly direction for one hundred ninety-nine (199) feet.

Kittrell Street, on the north and south sides, beginning at the eastern curb line, thence east for a distance of one hundred thirty-eight (138) feet.

* [*Mitchell Street*, on the north side beginning two hundred ninety (290) feet east of William Street for a distance of one hundred (100) feet east.

Montgomery Street, on the north side, for a distance of thirty (30) feet west of the west curb line of Garnett Street.

Montgomery Street, on the north side, from William to Garnett Streets.

* [*Montgomery Street*, on the south side, for the distance of parking lot.

Spring Street, on the north side, from Garnett to Chestnut Streets.

Spring Street, on the south side, beginning at the eastern curb line of Garnett Street and run thence in an easterly direction for a distance of one hundred ninety-six (196) feet.

Underpasses, approaches.

* [*Vance Street*, on the north and south sides, beginning three hundred eighty-four (384) feet from the eastern curb line of East Andrews Avenue and running in an easterly direction for a distance of seventy-five (75) feet.

Wakefield Avenue, east side, beginning at the northern curb line of Parham Street and running in a northerly direction for a distance of two hundred one (201) feet.

Walnut Street, east side, from Orange Street to Breckenridge.

Walnut Street, east side, from Montgomery Street to Young Street.

Walnut Street, on the west side, beginning at the northern curb line of Orange Street and running in a northerly direction for a distance of one hundred thirty-two (132) feet.

West Andrews Avenue, on the north side, from North Chestnut Street to North Garnett Street.

West Andrews Avenue, on the south side, beginning at the eastern curb line of Chestnut Street and extending in an easterly direction for a distance of one hundred (100) feet.

* [*Whitten Avenue*, on the east side, beginning at the southern curb line of Beckford Drive and running for two hundred (200) feet in a southerly direction.

Wiggins Street, on the north and south side, beginning at the eastern curb line of Rockspring Street and extending one hundred fifty (150) feet east to the city limit line.

William Street, on the east side, from Chavasse Avenue to Davis Street.

William Street, on the east side, between Harrell and Arch Streets.

William Street, on the east side, from the southern curb line of Maple Street to the western curb line of Nicholas Street.

* [*William Street*, on the west side, from the southern end of the unloading zone at the American Railway Express Office to Chavasse Avenue.

* [*William Street*, on the west side, from the southern curb line of Davis Street to a point one hundred thirty-one (131) feet south of the southern curb line of Maple Street.

Winder Street, on both sides, from a point fifty-eight (58) feet west of Hillside Avenue and extending eastward for two hundred twenty (220) feet.

Winder Street, on the north side, beginning one hundred forty-six (146) feet from the east curb line of Chestnut Street, and running in an easterly direction for a distance of fifty-four (54) feet.

Winder Street, on the north side, from Garnett Street to South William Street.

Sec. 7-79.1. Parking prohibited at all times on certain streets.

No person shall park a motor vehicle on the streets listed in this section at any time:

Abbott Street, on the north side, extending seventy-four (74) feet westerly from the western curb line of Roanoke Avenue.

Breckenridge Street, on the north side, between Mulberry Street and Parkway Drive.

Brick Street, on the west side, between Marshall Street and Flint Street.

Carroll Road, on the north side, extending sixty-two (62) feet westward from the western curb line of Roanoke Avenue.

Cedarwood Terrace, on the east side, beginning at Parker Lane and running in a southerly direction three hundred fifty (350) feet, more or less, to Hamlet Drive.

Chavasse Avenue, on the south side, extending fifty (50) feet eastward from the eastern curb line of Nicholas Street.

Chavasse Avenue, on the south side, extending fifty (50) feet westward from the western curb line of Nicholas Street.

Chavasse Avenue, on the north side, beginning at the western curb line of Arch Street and running thence in a westerly direction fifty-six (56) feet.

Cherry Street, on the east side, extending sixty-two (62) feet southward from the southern curbline of East Andrews Avenue.

Chestnut Street, on both sides, between N.C. #39 and Rockspring Street.

Chestnut Street, on both sides, between N.C. #39 (Andrews Avenue) and Young Street.

Chestnut Street, on the west side, beginning at the northern curb line of Orange Street and running thence in a northerly direction for a distance of thirty (30) feet, two (2) inches.

Chestnut Street, on the west side, beginning at the southern curb line of Orange Street and running thence in a southerly direction for a distance of forty-seven (47) feet.

Davis Street, on both sides, extending fifty (50) feet easterly from the eastern curb line of Nicholas Street.

Davis Street, on both sides, extending fifty (50) feet in a westerly direction from the western line of Nicholas Street.

Davis Street, on the north side, beginning at the eastern curb line of William Street and running in an easterly direction for a distance of thirty (30) feet.

Dorsey Avenue, between Raleigh Road and Belle Street.

Elm Street, On the west side, commencing at the southern curb line of Alexander Avenue and running thence in a southerly direction for a distance of twenty (20) feet.

Pettigrew Street, on the west side, between Ransom Street and Orange Street.

Radio Lane (and that portion of the driveway leading to Guardian Care within the street right-of-way), beginning at the west curblane of the driveway leading to Guardian Care (approximately one hundred (100) feet east of the western terminus of Radio Lane) and running thence in an easterly direction twenty (20) feet more or less to the eastern curblane of the driveway leading into Guardian Care.

Sunset Avenue, on both sides, between Dabney Drive and Waddill Street.

Vance Street, on the west side, beginning at the northern curb line of East Andrews Avenue and running in a northerly direction for a distance of two hundred thirty-four (234) feet.

Vance Street, on the east side, beginning at the northern curb line of East Andrews Avenue and running in a northerly direction for a distance of four hundred six (406) feet.

Western Avenue, on the west side, beginning at a point thirty-four (34) feet from the southwest curb line of Oxford Road and running thence in a southerly direction for a distance of seventy-nine (79) feet.

Winder Street, on the south side, between Garnett Street and the Seaboard Coast Line Railroad right-of-way.

Zollicoffer Avenue, on the south side, between Garnett Street and Park Avenue.

(9-8-75; 10-13-75; 1-12-76, § 1; 4-26-76, § 1; 2-20-77, § 1; 9-25-78, § 2; 2-12-79, § 1; 3-12-79, § 1; 3-26-79, § 2; 8-27-79, § 1; 9-24-79, § 1; 10-30-80, § 1; 9-28-81, § 1; 6-14-82, § 1; 7-26-82, § 1; 7-25-83, § 1; 10-8-84, § 3; 10-28-85, § 1; 10-28-85, § 1; 12-21-87, § 1; 4-24-89, §§ 1, 2; 3-12-90, § 1; 10-8-90, § 1; Ord. of 3-12-90, § 1; Ord. of 1-9-95, § 1; Ord. of 6-12-95, § 1; Ord. of 6-24-96, § 1; Ord. of 3-24-97, § 1; Ord. of 3-24-97, § 1; Ord. of 5-12-97, § 7; Ord. of 3-23-98, § 1; Ord. of 12-7-98, § 1; Ord. of 3-22-99, § 1; Ord. of 6-28-04(1), § 1; Ord. of 11-6-06, § 1; Ord. of 1-22-07, §§ 1, 2; Ord. No. 09-91, § 2, 12-14-09; Ord. No. 11-26, § 1, 5-9-11; Ord. No. 13-56, § 1, 10-28-13)

Sec. 7-79.2. Parking, stopping and standing vehicles prohibited at all times on certain streets.

No person shall park a motor vehicle or willfully stop a motor vehicle (except at traffic-control signals or hazards on the road) or willfully allow any vehicle to stand (whether occupied or not) on the streets listed in this section at any time:

Arch Street, on both sides between College Street and Flint Street.

Beckford Avenue, on both sides, beginning at Daniel Street and extending easterly to the city limits.

Clark Street, on the east side, beginning at the southern curb line at Rockspring Street and running thence in a southerly direction for a distance of seventy-four (74) feet.

Clark Street, on the west side, beginning at the southern curb line of Rockspring Street and running thence in a southerly direction for a distance of sixty-four (64) feet.

Montgomery Street, on the south side, beginning at the western curb line of Wyche Street and extending in a westerly direction for a distance of one hundred forty (140) feet.

Orange Street, on the south side, between Hargrove Street and Mulberry Street.

<https://library.municode.com/print.aspx?h=&clientID=13118&HTMRequest=https%3a%2f...> 7/24/2014

Burwell Avenue, on the north side, beginning at a point one hundred sixty-two (162) feet west of the western curbline of Garnett Street, and running thence in a westerly direction for ninety (90) feet.

Orange Street, on the north side, beginning at a point two hundred six (206) feet west of the western curbline of Wyche Street and running thence in a westerly direction for a distance of sixty-seven and one-half (67½) feet.

(9-28-87, § 1; 8-28-89, § 1)

Sec. 7-81. Parking prohibited between 6:00 A.M. and 6:00 P.M. on certain streets.

When respective signs are placed in certain streets, no person shall park a motor vehicle at any time between the hours of 6:00 A.M. and 6:00 P.M. on any of the following streets:

Breckenridge Street, on the north side, between Walnut Street and Mulberry Street.

Maple Street, on both sides, from Nicholas Street to William Street.

(Code 1967, § 7-73; ch. 7, sched. XV; 1-25-71; 4-9-79, §§ 2, 3; 3-12-90, §§ 2, 3)

Sec. 7-82. One-hour parking on certain streets 8:00 A.M. to 6:00 P.M.: exception.

When respective signs are placed in certain streets, no person shall park a vehicle for longer than one (1) hour at any time between the hours of 8:00 A.M. and 6:00 P.M. on any day, except Sundays and public holidays, on any of the following streets:

Belle Street, on the north side, beginning at the western curb line of Dorsey Avenue and running thence in a westerly direction for a distance of one hundred eight (108) feet.

Montgomery Street, between the Seaboard Air Line Railway Crossing and Wyche Street.

Orange Street, between the Seaboard Air Line Railway Crossing and Wyche Street.

West Andrews Avenue, on the south side, from North Chestnut Street to North Garnett Street.

Winder Street, between the Seaboard Air Line Railway Crossing and Wyche Street.

(Code 1967, § 7-74; ch. 7, sched. III; 7-13-70; 2-22-71; 1-10-77, § 1; 6-26-78, § 2; 6-13-82, §§ 2, 3; 4-23-90, § 1; Ord. of 5-9-94, § 1; Ord. of 6-8-98(1), § 2)

Sec. 7-83. Two-hour parking on certain streets—8:00 A.M. to 6:00 P.M.; exception.

When respective signs are ordered placed by order of the city council in certain streets, no person shall park a vehicle for longer than two (2) hours at any time between the hours of 8:00 A.M. and 6:00 P.M. on any day and on Saturdays from 8:00 A.M. to 9:00 P.M., except Sundays and public holidays, on any of the following streets:

Breckenridge Street, on the north side, between Chestnut Street and Wyche Street.

Breckenridge Street, on the south side, between Chestnut Street and Wyche Street.

Montgomery Street, on the north and south sides from Garnett Street to Wyche Street.

Montgomery Street, on the south side from the SAL R.R. to Garnett Street.

Orange Street, on the north and south sides, all spaces west of Wyche Street to Chestnut Street.

Orange Street, on the north side from Garnett Street to Wyche Street.

Orange Street, on the north side from the SAL R.R. to Garnett Street.

William Street, on the east side from Turner Avenue to Winder Street.

Winder Street, on both sides, from the Seaboard Coast Line Railroad right-of-way to Chestnut Street.

Young Street, on the north side, beginning at a point located forty-four (44) feet east of the eastern curbline of Chestnut Street, and run thence in an easterly direction for a distance of thirty-seven (37) feet.

Young Street, on the north side, beginning at a point one hundred fifty-three (153) feet east of the eastern curbline of Chestnut Street, and running thence in an easterly direction for a distance of two hundred twenty-five (225) feet.

A change of position of a vehicle (parked within the area encompassed by the primary fire district, located in downtown Henderson) from one (1) point directly to another point on the same side of the street (and within fifty (50) feet of the first point) shall be deemed one (1) continuous parking period for purposes of interpreting this section of the City Code.

(3-26-73, §§ 1, 2; 1-13-75; 12-12-77, § 3; 4-9-79, §§ 4, 5; 12-8-80, §§ 2, 3; 6-13-83, § 1; 10-8-84, §§ 4 to 6; 8-12-85, § 1; 6-12-89, § 1; 7-10-89, § 1; 3-25-91, §§ 1, 2; Ord. of 8-22-94, §§ 1, 2; Ord. of 8-28-00, § 1; Ord. of 5-21-01(1), § 1; Ord. of 2-10-03(1), § 7; Ord. No. 09-83, §§ 2, 3, 10-12-09)

Sec. 7-84. One-hour parking on certain streets.

When respective signs are ordered placed by order of the city council on certain streets, no person shall park a vehicle for longer than one (1) hour at any time on any of the following streets:

Spring Street, on the south side, beginning one hundred thirty-two (132) feet from the curbline of South Garnett Street, thence east for forty-six (46) feet.

William Street, beginning at the driveway of the Carolina Bagging Company and ending at the driveway to the Friendly Barbershop.

(Code 1967, § 7-76; ch. 7, sched. XVIII)

Sec. 7-85. Fifteen minute parking on certain streets.

When respective signs are placed in certain streets, no person shall park a vehicle for longer than fifteen (15) minutes at any time on any of the following streets:

Belle Street, on the south side, beginning at a point fifty-six (56) feet east of the curbline of Garnett Street, thence east for a distance of one hundred forty-seven (147) feet.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 28 July 14 Work Session

24 July 2014

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

FR: A Ray Griffin, Jr., City Manager

RE: CM: 14-25

RE: Review of Summer Sewer Credit vis-à-vis Residential Pools

Core Values and Key Customer Expectations Addressed:

- KCE 2: Accurate, Truthful Information: *Our customers expect to receive accurate, truthful information and timely answers to their questions.*
- CV 2: Citizen/Customer Friendly: *We value our citizens and customers and will work with them in a courteous, professional manner. We value their participation and input and owe them an answer to their questions in a timely manner.*
- CV 3: Fairness: *We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances.*

Ladies and Gentlemen:

At the 14 July Council meeting, Councilman Rainey requested the matter of amending the summer sewer credit policy to include the filling of residential pools. The purpose of tonight's review is to determine if Council wishes to retain the policy as it exists, or to amend it to include the filling of residential pools.

City Council has historically offered the summer sewer credit to residential customers who request it in writing. In essence, the policy provides a credit for the amount of water estimated to be used for grass, plants and vegetative watering. The policy has specifically excluded swimming pools for years. Copies of the most recent policy authorizations for allowing the summer sewer credits are attached hereto for your information. Thus far 49 accounts are receiving the credit.

In some cases, swimming pools may be connected to the City's sanitary sewer collection system; however, most pools are not so connected. Some pools are connected to the City's water distribution system by their own meters, as is the case with some residential accounts having irrigation systems.

At best, the practice of issuing the sewer credit is an estimated mathematical calculation based on the prior 12 months' water usage history adjusted by a +1.5% factor. Neither the residential customer nor the City really knows exactly how much water has been consumed for the purposes of irrigation. While providing this credit is certainly a customer friendly policy provided by the City Council, it also discourages customers from obtaining a separate water connection for the purposes of yard and plants irrigation. Such separate meters automatically preclude sanitary sewer charges. The more the policy is amended to provide for additional exemptions, the more difficult it becomes to ensure proper billing for sanitary sewer utilization.

City Administration believes the current policy is very generous and does not recommend adding additional exemptions; however, should City Council deem it appropriate to provide a residential swimming pool water filling exemption, it is recommended it be allowed only for pools having no connection to the City's sanitary sewer collection system.

Should City Council wish to amend the policy to provide for this exemption, a Resolution providing for the Policy's amendment will be drafted for its consideration at the first Council Meeting in August.

Enclosures:

1. Correspondence to/from Mr. John Rainey
2. Copies of Annual Policy Authorizations for Summer Sewer Credit

JOHN A. RAINEY
523 W. Andrews Ave.
Henderson, N. C. 27536

RECEIVED
JUL 07 2014
BY: *lsp*

JULY 3, 2014

HENDERSON CITY COUNCIL
P.O. BOX 1434
HENDERSON, NORTH CAROLINA

GENTLEMEN:

A VERY WISE MAN ONCE WROTE, "THE HOTTEST FIRES IN HADES ARE RESERVED FOR THOSE PEOPLE WHO CHOOSE TO DO NOTHING." THAT IS WHY I AM WRITING THIS LETTER.

I HAVE HAD A SWIMMING POOL IN MY YARD FOR A NUMBER OF YEARS AND IT IS USED BY MANY CHILDEN AND ADULTS IN MY AREA. SINCE I HAVE HAD THIS POOL, I HAVE NEVER CHARGED ANYONE TO SWIM IN IT. I LIKE TO THINK THAT I AM CONTRIBUTING TO WHAT LITTLE RECREATION FACILITIES THAT THE CITY ALREADY PROVIDES.

MY PURPOSE IN WRITING THIS LETTER IS TO ASK WHY, FOR THE FIRST TIME, THE CITY HAS CHOSEN TO CHARGE FOR WATER THAT EVAPORATES FROM MY POOL AND NEVER GOES IN THE CITY SEWER SYSTEM. IN OTHER WORDS, I AM PAYING THE CITY FOR SOMETHING I AM NOT GETTING. AT THE SAME TIME, WATERING SHRUBBERY AND FLOWERS ARE EXEMPTED FROM THIS FEE. IT WOULD SEEM TO ME THAT WATER WHICH RUNS OFF INTO A STREET DRAIN WOULD BE MUCH MORE LIKELY TO ENTER THE WASTE WATER SYSTEM.

BASED UPON THE INFORMATION I HAVE SHARED WITH YOU, I RESPECTFULLY ASK THAT YOU REINSTATE YOUR POLICY RELATIVE TO CHARGING FOR WATER THAT EVAPORATES FROM A SWIMMING POOL.

SINCERELY YOURS

JOHN A. RAINEY



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 July 2014

TO: Finance Director Kathy Brafford

CC: Customer Service Supervisor Shay Bennett

FR: Ray Griffin, City Manager

RE: Mr. John A. Rainey, Cameron Ave, Water Account—Pool

Kathy

Please review attached letter from Mr. Rainey. He advises he has previously received a "summer watering credit" for keeping his pool filled during the summer. I think the last time this was approved was in 2010.

I do not know if the older policies provided for this or not. Is the 2014 watering credit policy the same as the one existing at the time he was granted a credit?

Please let me know what you find. May I hear from you by Thursday of this week?

Thanks,
Ray

Enclosure

Interoffice

Memo
From
Kathy Brafford
Finance Director

TO: Ray Griffin, City Manager
CC: Shay Bennett, Customer Service Supervisor
FROM: Kathy Brafford, Finance Director *KB*
DATE: July 8, 2014
SUBJECT: Mr. John A. Rainey, Cameron Ave. Water Account – Pool

I read your memo sent earlier today regarding the above-referenced matter. Shay and I looked at Mr. Rainey's utility account back to 8/20/07, a copy of which is attached for your reference. We only see where Mr. Rainey was issued one credit for "Watering Yard/Plants" between 8/20/07 to the present – and that was on 8/01/11 in the amount of \$16.16. There are no notes on Mr. Rainey's account to indicate what the Customer Service Representative was told when this credit was requested (i.e., for watering his lawn, filling his pool, etc.).

Also attached for your reference are copies of the following Resolutions, all of which are "Providing for the Issuance of Sewer Credits for Outside Watering of Grass,":

Resolution 10-53, approved by the Council on 5/24/10
Resolution 11-05, approved by the Council on 4/25/11
Resolution 12-45, approved by the Council on 6/11/12
Resolution 13-29, approved by the Council on 5/13/13
Resolution 14-44, approved by the Council on 6/09/14

Please note that section 3. e. of each of these Resolutions states that "This policy shall not apply for individuals that use water to fill swimming pools." The only difference to this particular line is reflected in the 2014 Resolution with the addition of "or for pressure washing."

Please let me know if you need any further information regarding this matter.

Thank you.

Attachments



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 July 2014

Mr. John A. Rainey
3412 Cameron Drive
Henderson, NC 27536

RE: Watering Credit Request

Dear Mr. Rainey:

Thank you for your letter of 3 July requesting use of water to fill swimming pools be allowed as part of the summer yard watering policy. I asked Finance Director Brafford and her staff to review your request and advise me of their findings and recommendation.

Your utility account was reviewed from current period back to August 2007 by Ms. Brafford and her staff. I am advised you have received only one watering credit during that time, and that was on 1 August 2011 and in the amount of \$16.16. The notes on your account do not indicate you were going to use the water for filling your pool.

The City Council approves the summer watering credit once a year via Resolution. Resolutions for the years 2010, 2011, 2012, 2013 and 2014 all have the prohibition of using the water to fill swimming pools.

I regret that I am unable to change the current policy as you have requested.

Sincerely,


A. Ray Griffin, Jr.
City Manager

Cc:

1. Finance Director Brafford
2. Customer Service Supervisor Bennett

Enclosures

1. Your Account Information and Policy Documentation

RESOLUTION

14-44

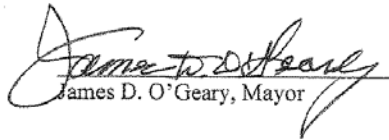
A RESOLUTION PROVIDING FOR THE ISSUANCE OF SEWER CREDITS FOR OUTSIDE WATERING OF GRASS, PLANTS AND VEGETATION

WHEREAS, the City of Henderson has provided for a sewer credit to its customers for the period of June, July and August provided certain conditions are met, via adopting a "Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation" on 9 June 2008; *and*

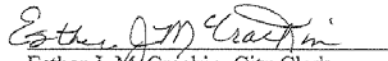
WHEREAS, in the past this credit has been extended to include the months of September and October; *and*

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the Amended Policy, being more fully articulated in *Attachment A* to this Resolution, for Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation to include the June, July, August, September and October 2014 billing statements.

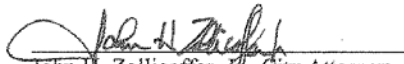
The foregoing Resolution 14-44, upon motion of Council Member Kearney and second by Council Member Coffey, and having been submitted to a roll call vote received the following votes and was APPROVED on this the 9th day of June 2014: YES: Kearney, Coffey, Inscoc, Rainey, Peace-Jenkins, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: None.


James D. O'Geary, Mayor

ATTEST:


Esther J. McCrackin, City Clerk

Approved to Legal Form:


John H. Zollicoffer, Jr., City Attorney

Reference: Minute Book 43, p 255

Resolution Book 4
Resolution 14-44, Page 1 of 1

Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy

Qualifications

1. A customer whose monthly water and sewer consumption is equal to or greater than 1.5 times the average water and sewer consumption of the preceding six months may request an adjustment to their sewer charges. In no instance shall a customer who has not been on the system for at least six months be eligible for an adjustment.

2. The general time frame for these credits is from the June billing statement through the October billing statement; however the City Council shall set the time frame each year prior to this period and it can be for less than or more than the stated period if circumstances due to water restrictions or any other unforeseen emergency situations that are occurring during these months arise and/or it is not in the City's best interest to allow these adjustments. The City Council also has the discretion to discontinue these "watering credits for sewer" at any time.

3. After City Council approval, the Finance Director or designee shall be authorized to adjust the customer's monthly sewer bill as follows:

- a. The customer's average monthly water and sewer consumption for the preceding six months shall be established and 1.5 times that average shall be used to determine whether or not the customer is eligible for a sewer credit.
- b. If 1.5 times the monthly average usage is less than the usage for the month in question, the customer is eligible for a sewer credit.
- c. The Director of Finance (or her designee) shall be authorized to reduce the customer's monthly sewer charge in question by a maximum of seventy-five (75) percent of the difference between the six (6) months average sewer charge and the monthly sewer charge in question.
- d. The customer must request this adjustment from the collections office after receiving the bill in question and affirm that he/she has been irrigating grass, plants and vegetation but in no case shall a credit be issued for more than the previous two months. Failure to request this adjustment within the allotted time period shall result in no adjustment.
- e. This policy shall not apply to individuals that use water to fill swimming pools or for pressure washing.
- f. This policy shall be effective for the June – October 2014 billing statements.

**RESOLUTION
13-29**

**A RESOLUTION PROVIDING FOR THE ISSUING OF A SEWER CREDIT FOR
OUTSIDE WATERING OF GRASS, PLANTS AND VEGETATION**

WHEREAS, the City of Henderson has provided for a sewer credit to its customers for the period of June, July and August provided certain conditions are met via adopting a "Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation" on 9 June 2008; the details of the policy are more fully articulated in *Attachment A* to this Resolution, *and*

WHEREAS, in the past this credit has been extended to include the months of September and October, *and*

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the Amended Policy for Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy to include the months of June, July, August, September and October.

The foregoing Resolution 13-29, upon motion of Council Member Peace-Jenkins and second by Council Member Kearney, and having been submitted to a roll call vote received the following votes and was APPROVED on this the 13th day of May 2013: YES: Kearney, Coffey, Inscocoe, Rainey, Peace-Jenkins, Dacke, Brown and Daye. NO: None. ABSTAIN: None. ABSENT: None.

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

Reference: Minute Book 42, pp. 820; CAF 13-37

Resolution Book 3
Resolution 13-29, Page 1 of 2

Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy

Qualifications

1. A customer of whose monthly water and sewer consumption in question is equal to or greater than 1.5 times the average water and sewer consumption of the preceding twelve months may request an adjustment. Where a customer has not been on the City's system for a full twelve months, the average shall be computed using the total number of months on the system; but, in no case shall a customer who has not been on the system for at least six months be eligible for an adjustment.

2. The general time frame for these credits can be for the June billing until the October billing for that residence; however the City Council shall set the time frame each year prior to this period and can be for less than or more than the stated June – October period if circumstances due to water restrictions or any other unforeseen emergency situations that are occurring during these months and/or is not to the City's best interest to allow these adjustments. The City Council also has the discretion to discontinue these "watering credits for sewer" at any time.

3. After City Council approval, the Finance Director or designee shall be authorized to adjust the customer's monthly sewer bill as follows:

- a. The customer's average monthly water and sewer consumption for the preceding twelve months shall be established and 1.5 times that average should be used to determine the average monthly cost of service using current sewer rates.
- b. This average monthly cost of sewer shall then be subtracted from the monthly sewer charge in question.
- c. The Director of Finance (or her designee) shall be authorized to reduce the customer's monthly sewer charge in question by a maximum of seventy-five (75) percent for the difference between the twelve (12) months average sewer charge and the monthly sewer charge in question.
- d. The customer must request this adjustment in writing and affirm he/she has been irrigating grass, plants and vegetation from the collections office after receiving the bill in question but in no case shall be issued a credit for more than the previous two months after failing to request the adjustment in the first month. Failure to request this adjustment after the two months period shall result in no adjustment.
- e. This policy shall not apply for individuals that use water to fill swimming pools.
- f. This policy shall be effective for the June – October 2013 period.

RESOLUTION 12—45

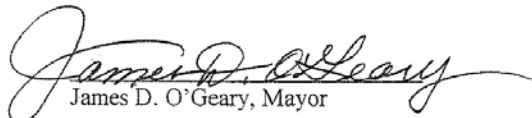
A RESOLUTION PROVIDING FOR THE ISSUING OF A SEWER CREDIT FOR OUTSIDE WATERING OF GRASS, PLANTS AND VEGETATION

WHEREAS, the City of Henderson has provided for a sewer credit to its customers for the period of June, July and August provided certain conditions are met via adopting a "Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation" on 9 June 2008; the details of the policy are more fully articulated in *Attachment A* to this Resolution, and

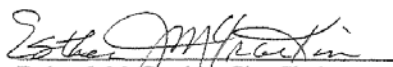
WHEREAS, in the past this credit has been extended to include the months of September and October, and

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the Amended Policy for Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy to include the months of June, July, August, September and October.

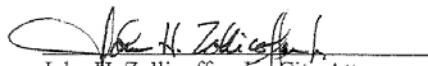
The foregoing Resolution 12—45 upon motion of Council Member Kearney and second by Council Member Coffey, and having been submitted to a roll call vote received the following votes and was APPROVED on this the 11th day of June 2012: YES: Kearney, Coffey, Rainey, Peace-Jenkins, Daeke and Daye. NO: None. ABSTAIN: None. ABSENT: Davis and Inscoe.


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. 483

Resolution Book 2
Resolution 12-45, Page 1 of 2

Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy

Qualifications

1. A customer of whose monthly water and sewer consumption in question is equal to or greater than 1.5 times the average water and sewer consumption of the preceding twelve months may request an adjustment. Where a customer has not been on the City's system for a full twelve months, the average shall be computed using the total number of months on the system; but, in no case shall a customer who has not been on the system for at least six months be eligible for an adjustment.

2. The general time frame for these credits can be for the June billing until the October billing for that residence; however the City Council shall set the time frame each year prior to this period and can be for less than or more than the stated June – October period if circumstances due to water restrictions or any other unforeseen emergency situations that are occurring during these months and/or is not to the City's best interest to allow these adjustments. The City Council also has the discretion to discontinue these "watering credits for sewer" at any time.

3. After City Council approval, the Finance Director or designee shall be authorized to adjust the customer's monthly sewer bill as follows:

- a. The customer's average monthly water and sewer consumption for the preceding twelve months shall be established and 1.5 times that average should be used to determine the average monthly cost of service using current sewer rates.
- b. This average monthly cost of sewer shall then be subtracted from the monthly sewer charge in question.
- c. The Director of Finance (or her designee) shall be authorized to reduce the customer's monthly sewer charge in question by a maximum of seventy-five (75) percent for the difference between the twelve (12) months average sewer charge and the monthly sewer charge in question.
- d. The customer must request this adjustment in writing and affirm he/she has been irrigating grass, plants and vegetation from the collections office after receiving the bill in question but in no case shall be issued a credit for more than the previous two months after failing to request the adjustment in the first month. Failure to request this adjustment after the two months period shall result in no adjustment.
- e. This policy shall not apply for individuals that use water to fill swimming pools.
- f. This policy shall be effective for the June – October 2012 period.

RESOLUTION

11—05

A RESOLUTION PROVIDING FOR THE ISSUING OF A SEWER CREDIT FOR OUTSIDE WATERING OF GRASS, PLANTS AND VEGETATION

WHEREAS, the City of Henderson has provided for a sewer credit to its customers for the period of June, July and August provided certain conditions are met via adopting a “Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation” on 9 June 2008; the details of the policy are more fully articulated in **Attachment A** to this Resolution, *and*

WHEREAS, in the past this credit has been extended to include the months of September and October, *and*

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the Amended Policy for Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy to include the months of June, July, August, September and October.

The foregoing Resolution 11—05 upon motion of Council Member Peace-Jenkins and second by Council Member Rainey, and having been submitted to a roll call vote received the following votes and was APPROVED on this the 25th day of April 2011: YES: Kearney, Coffey, Inscoc, Rainey, Peace-Jenkins, Daeke, Davis and Daye. NO: None. ABSTAIN: None. ABSENT: None.

James D. O’Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

Reference: Minute Book 42, p 106.

Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy

Qualifications

1. A customer of whose monthly water and sewer consumption in question is equal to or greater than 1.5 times the average water and sewer consumption of the preceding twelve months may request an adjustment. Where a customer has not been on the City's system for a full twelve months, the average shall be computed using the total number of months on the system; but, in no case shall a customer who has not been on the system for at least six months be eligible for an adjustment.

2. The general time frame for these credits can be for the June billing until the October billing for that residence; however the City Council shall set the time frame each year prior to this period and can be for less than or more than the stated June – October period if circumstances due to water restrictions or any other unforeseen emergency situations that are occurring during these months and/or is not to the City's best interest to allow these adjustments. The City Council also has the discretion to discontinue these "watering credits for sewer" at any time.

3. After City Council approval, the Finance Director or designee shall be authorized to adjust the customer's monthly sewer bill as follows:

- a. The customer's average monthly water and sewer consumption for the preceding twelve months shall be established and 1.5 times that average should be used to determine the average monthly cost of service using current sewer rates.
- b. This average monthly cost of sewer shall then be subtracted from the monthly sewer charge in question.
- c. The Director of Finance (or her designee) shall be authorized to reduce the customer's monthly sewer charge in question by a maximum of seventy-five (75) percent for the difference between the twelve (12) months average sewer charge and the monthly sewer charge in question.
- d. The customer must request this adjustment in writing and affirm he/she has been irrigating grass, plants and vegetation from the collections office after receiving the bill in question but in no case shall be issued a credit for more than the previous two months after failing to request the adjustment in the first month. Failure to request this adjustment after the two months period shall result in no adjustment.
- e. This policy shall not apply for individuals that use water to fill swimming pools.
- f. This policy shall be effective for the June – October 2011 period.

RESOLUTION

10—53

A RESOLUTION PROVIDING FOR THE ISSUING OF A SEWER CREDIT FOR OUTSIDE WATERING OF GRASS, PLANTS AND VEGETATION

WHEREAS, the City of Henderson has provided for a sewer credit to its customers for the period of June, July and August provided certain conditions are met; and

WHEREAS, the details of the policy providing such sewer bill credits are articulated in **Attachment A** to this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy, said policy being more fully articulated in **Attachment A** to this Resolution.

The foregoing Resolution, introduced by Councilmember D. Michael Rainey and seconded by Councilmember George M. Daye on this the 24th day of May 2010, and having been Submitted to a roll call vote, was approved by the following votes: Ayes: Evans, Coffey, Rainey, Inscoe, Daeke, Peace, Davis and Daye Nays: None

James D. O'Geary, Mayor

ATTEST:

Pamela E. Glover, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

Attachment “A” RESOLUTION 10—53

Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy

Qualifications

1. A customer of whose monthly water and sewer consumption in question is equal to or greater than 1.5 times the average water and sewer consumption of the preceding twelve months may request an adjustment. Where a customer has not been on the City’s system for a full twelve months, the average shall be computed using the total number of months on the system; but, in no case shall a customer who has not been on the system for at least six months be eligible for an adjustment.

2. The general time frame for these credits can be for the June billing until the August billing for that residence; however the City Council shall set the time frame each year prior to this period and can be for less than or more than the stated June – August period if circumstances due to water restrictions or any other unforeseen emergency situations that are occurring during these months and/or is not to the City’s best interest to allow these adjustments. The City Council also has the discretion to discontinue these “watering credits for sewer” at any time.

3. After City Council approval, the Finance Director or designee shall be authorized to adjust the customer’s monthly sewer bill as follows:

- a. The customer’s average monthly water and sewer consumption for the preceding twelve months shall be established and 1.5 times that average should be used to determine the average monthly cost of service using current sewer rates.
- b. This average monthly cost of sewer shall then be subtracted from the monthly sewer charge in question.
- c. The Director of Finance (or her designee) shall be authorized to reduce the customer’s monthly sewer charge in question by a maximum of seventy-five (75) percent for the difference between the twelve (12) months average sewer charge and the monthly sewer charge in question.
- d. The customer must request this adjustment in writing and affirm he/she has been irrigating grass, plants and vegetation from the collections office after receiving the bill in question but in no case shall be issued a credit for more than the previous two months after failing to request the adjustment in the first month. Failure to request this adjustment after the two months period shall result in no adjustment.
- e. This policy shall not apply for individuals that use water to fill swimming pools.

This policy shall be effective for the June – August 2010 period

RESOLUTION

09—46

A RESOLUTION PROVIDING FOR THE ISSUING OF A SEWER CREDIT FOR OUTSIDE WATERING OF GRASS, PLANTS AND VEGETATION

WHEREAS, the City of Henderson has provided for a sewer credit to its customers for the period of June, July and August provided certain conditions are met; and

WHEREAS, the details of the policy providing such sewer bill credits are articulated in Attachment A to this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the Sewer Credit Due to Outside Watering of Grass, Plants and Vegetation Policy, said policy being more fully articulated in Attachment A to this Resolution.

The foregoing Resolution, introduced by Councilmember Mary Emma Evans and seconded by Councilmember D. Michael Rainey on this the 8th day of June 2009, and having been Submitted to a roll call vote, was approved by the following votes: Ayes: Evans, Alston, Insoce, Rainey, Peace, Daeke, Davis, and Daye Nayas: None

James D. O'Geary, Mayor

ATTEST:

Pamela E. Glover, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

Attachment “A”
RESOLUTION 09—46

**Sewer Credit Due to Outside Watering of
Grass, Plants and Vegetation Policy**

Qualifications

1. A customer of whose monthly water and sewer consumption in question is equal to or greater than 1.5 times the average water and sewer consumption of the preceding twelve months may request an adjustment. Where a customer has not been on the City’s system for a full twelve months, the average shall be computed using the total number of months on the system; but, in no case shall a customer who has not been on the system for at least six months be eligible for an adjustment.

2. The general time frame for these credits can be for the June billing until the August billing for that residence; however the City Council shall set the time frame each year prior to this period and can be for less than or more than the stated June – August period if circumstances due to water restrictions or any other unforeseen emergency situations that are occurring during these months and/or is not to the City’s best interest to allow these adjustments. The City Council also has the discretion to discontinue these “watering credits for sewer” at any time.

3. After City Council approval, the Finance Director or designee shall be authorized to adjust the customer’s monthly sewer bill as follows:

- a. The customer’s average monthly water and sewer consumption for the preceding twelve months shall be established and 1.5 times that average should be used to determine the average monthly cost of service using current sewer rates.
- b. This average monthly cost of sewer shall then be subtracted from the monthly sewer charge in question.
- c. The Director of Finance (or her designee) shall be authorized to reduce the customer’s monthly sewer charge in question by a maximum of seventy-five (75) percent for the difference between the twelve (12) months average sewer charge and the monthly sewer charge in question.
- d. The customer must request this adjustment in writing and affirm he/she has been irrigating grass, plants and vegetation from the collections office after receiving the bill in question but in no case shall be issued a credit for more than the previous two months after failing to request the adjustment in the first month. Failure to request this adjustment after the two months period shall result in no adjustment.
- e. This policy shall not apply for individuals that use water to fill swimming pools.
- f. This policy shall be effective for the June – August 2009 period.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 28 July 14 Work Session

24 July 2014

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

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

RE: CM 14-21:
Automotive Repair and Oil Change

Ladies and Gentlemen:

Attached you will find a summary of the one RFP that was received back relative to various work performed by the Garage Division of Public Services.

RFPs were sent out to approximately eleven (11) vendors that were located inside the City or just outside the City but within Vance County. A cover letter and a copy of the RFP were mailed to each vendor on 18 March 2014 and questions and/or concerns over the bid were to be received by 10 April 2014, with actual bids to be received by 17 April 2014.

One Vendor called to report they were not large enough to handle this type of work and one bid was received prior to the deadline from Pete Smith Automotive.

The bid was reviewed and analyzed in comparison with the cost incurred by the City to perform the same services. Labor and overhead costs, along with materials used in the maintenance of the vehicle, was also included in the comparison.

Even though there was only one proposal received, the comparison shows that the City is performing this work in a competitive manner and should continue this work. There is a great advantage in having a Fleet Maintenance team which can respond immediately and be redirected as needed as certain pieces of equipment and /or vehicles become broken down and in need of immediate repair whether it is something that is a minor or major repair.

Enclosures:

1. List of Vendors

Hester's Auto Repair Center

201 W. Andrews Ave
Henderson, NC 27536
430-1550

Hope's Automotive Service

1504 Raleigh Road
Henderson, NC 27536
438-2279

Pete Smith Tire and Lube

134 Raleigh Road
Henderson, NC 27536
438-4041

Pete Smith Tire and Lube

946 W. Andrews Ave.
Henderson, NC 27536
431-0497

East Caroline Tire

P.O. Box 1528
1822 N. Garnett Street
Henderson, NC 27536
492-7061

Tony's Auto Repair

912 Carey Chappel Road
Henderson, NC 27537
492-9994

Boyd Cheverlot

P.O. Box 809
Henderson, NC 27536
866-419-9982

Superior Chrysler Dodge Jeep

120 U.S. Highway 158 Bypass West
Henderson, NC 27536

Advantage Ford

P.O. Box 1433
1675 Dabney Drive
Henderson, NC 27536
888-355-1724

Henderson Toyota

P.O. Box 1092
205 Toyota Lane
Henderson, NC 27536
438-2181

Bishop Radiator & Automotive

305 N. Chestnut Street
Henderson, NC 27536
431-0808



Office of the Assistant City Manager

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

Phone 252.430.5703 : Fax 252.492.7935 : E-mail ffrazier@ci.henderson.nc.us

www.ci.henderson.nc.us

3/18/14

TO: Prospective Bidders
From: City of Henderson
Public Services Department
Subject: Informal Bids
Proposal for Services-Routine
Maintenance, Inspections and For
24 Hour Emergency Service For
Fleet Vehicles and Light Duty Trailers

Message:

The City of Henderson is exploring privatization of Fleet Maintenance and repair services. As a result of this, the city is requesting informal bids and proposals for these services as outlined in the attached RFP.

Please pay careful attention to the instructions for bidders. All questions must be emailed to the appropriate person(s) as outlined in the instructions. Once the questions are compiled, they will be answered to all of the prospective bidders.

In the event you would like to schedule an appointment to inspect some of the City's existing fleet, you must call our Public Services Department at 252-431-6115 to schedule an appointment.

In the event that you decide not to provide a bid for these services, please notify by phone call or email of your decision at 431-6115 or the email addresses noted in the instruction to bidders.

Thank you for your considerations of RFP.

**Maintenance for Light to Medium Duty Vehicles and Small Equipment
Instructions for Bidders**

Proposals will be received by The City of Henderson, to provide routine maintenance inspections and 24 hour emergency service on our fleet vehicles and light duty trailers, as specified in the Scope of Work (Exhibit 1) The City of Henderson, 134 Rose Avenue, Henderson, NC 275236.

For any questions regarding this bid, please contact Frank Frazier by e-mail at ffrazier@ci.henderson.nc.us and Edna Vaught by email at evaught@ci.henderson.nc.us. Questions regarding the bid will be received up until **April 10, 2014** at 5:00 p.m. and must be in writing.

Proposals must be submitted showing unit prices as requested on the Cost Proposal Sheet (Exhibit 2). Contract will be awarded by section. Bidders do not have to bid on every section but to be considered on a section the section must be completed in its entirety.

All bids shall be valid for a period of 90 days pending approval and awarding of contract.

Quoted price should not include any sales or use tax, but should only reflect the actual bid price of the service.

The City of Henderson reserves the right to reject any and/or all bids received, or to select the proposal which, in our opinion, is in the best overall interest of The City of Henderson, OR TO AWARD THIS CONTRACT BY SECTION.

Proposals will be evaluated by determining the lowest responsible, responsive bidder considering:

- Bidder's ability and capacity to provide standard vehicle repairs.
- Promptness of service and response time.
- Character, integrity, reputation, judgment, experience and efficiency of bidder.
- Security of grounds and condition of facilities provided by bidder.
- E verification
- Privilege Licenses

All proposals shall be signed and notarized.

Bidder must meet all of the above requirements for proposal to be considered.

This Request for Proposal and all proposer responses are considered public information, except for trade secrets specifically identified in writing by the Proposer, which will be handled according to State Statute or other laws. Any section of the Proposer's response package that is deemed to be a trade secret by the Proposer shall be submitted in a separate envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE."

- Contractor shall provide after hour emergency repair of vehicles and equipment.

Add Alternate Section:

- Contractor shall provide towing and after hour emergency retrieval of vehicles and equipment.

The City of Henderson reserves the right to have its vehicles serviced by another party.

Please record your price proposals on the attached Cost Proposal Sheet (Exhibit 2).

Please provide any other options and services you offer. Security of your grounds, certification levels of your mechanics and specialty diagnostic equipment should be addressed in your proposal on a separate sheet.

All Proposals are subject to renewal each year, upon mutual agreement. Initial term of agreement will be twelve (12) months with the option to renew, after annual review, for up to four (4) additional twelve (12) month terms. See "GENERAL CONDITIONS Terms and Renewal" in the draft service agreement document for more information.

Submitted proposals must be sealed and received in the office of Frank Frazier, Assistant City Manager located at 900 South Beckford Drive, Henderson, NC 27536 no later than 2:00 p.m. on **April 17, 2014**. All sealed proposals will be opened at that time. The City of Henderson reserves the right to reject any and/or all proposals in connection to this project and to waive formalities in the bid.

Diesel Engines: \$ _____ **Fixed Rate**

Change the oil with up to sixteen (16) quarts of Rotella motor oil

Replace oil filter	Replace air filter (as recommended by manufacturer)
Replace all fuel filter-every service	Replace water filter every service
Visually Inspect (Call with price before replacement)	Check and top off the following fluids:
- antifreeze/coolant reservoir levels	- transmission/transaxle fluids
- engine air filtration system	- differential fluid
- serpentine belts	- power steering fluid
- brake fluid level in transparent reservoirs	- windshield washer fluid
- wiper blades	- battery water (excluding sealed batteries)
- exterior lights	

Check pressure, rotate and balance tires as needed

Hazardous Waste Fee \$ _____

Shop Fee \$ _____

Please explain any additional fees not included above: _____

SERVICE TURN-AROUND TIMES

All City vehicles will receive priority treatment.

Full service oil change	_____ Time
Front-end alignment	_____ Time
Four Tire replacement	_____ Time
Belt replacement	_____ Time
Brake pads and rotors (one axle)	_____ Time
Brake pads and rotors (two axles)	_____ Time
Transmission service	_____ Time
Coolant flush	_____ Time
Tune-up (varies with vehicle make)	_____ Time
Rotate and balance four tires	_____ Time
Transmission replacement	_____ Time
Engine replacement	_____ Time
Electrical diagnostics	_____ Time

ADD ALTERNATE: TOWING SERVICES TO YOUR FACILITY.

\$ _____ per call during regular business hours

\$ _____ per call outside of regular business hours including holidays.

Who provides your towing
services? _____

If this section is awarded insurance information will be needed for Towing Company.

By signing this Maintenance & Repair for Light and Medium Duty Vehicles and Small Equipment Cost Proposal Sheet the Company, if selected, agrees to perform the services listed in the attached "Maintenance & Repair for Light and Medium Duty Vehicles and Small Equipment Scope of Work" (Exhibit 1) and bill for services using the rates quoted on this *Cost Proposal Sheet*. Company, hereby acknowledges that he/she has read, understands and agrees to the "Standard Terms and Conditions" in the draft service agreement.

IN WITNESS WHEREOF, on this _____ day of _____, 20__.

(X) _____

Full signature and title of authorized firm representative

Acknowledged before me, a Notary Public in and for the State of _____, County of

_____ this _____ day of _____, 2014 by the above named.

My Commission expires:

14. The awarded contractor will be required to enter into a Contract for Services with the City of Henderson. A sample of the Contract is attached for review. Will you be able to comply with the terms and conditions of the Contract and sign such Contract? Yes _____ No _____
15. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service, including a copy of the "Industry Standard" labor hours for each repair. Will you be able to provide itemized invoices for reimbursement? Yes _____ No _____
16. Please attach a standard example of an invoice.
17. What software do you use to determine industry standard hours to make repairs? _____
18. What are your regular days and hours of operation? _____
19. What software will be used to track vehicle maintenance and associated costs. Please attach sample reports that can be generated. A breakdown by vehicle is preferred.
- _____
- _____

Please provide the following information on your company:

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____ EMAIL: _____

Is your company a minority owned company? _____ yes _____ no

If so is it _____ MBE _____ WBE _____ HUB _____ DBE _____

Is your company certified? Is so, Certifying agency _____

Bidder's company is: Corporation Partnership/Proprietorship

If corporate name is different from above, please show in full. _____

What State is corporation incorporated in? _____

Taxpayer I.D. No. _____

Company has an Affirmative Action Plan?

Is plan in writing?

3. Schedule

The routine maintenance work will be performed after the first 3000 miles and every 5000 miles thereafter. Contractor will be required to co-ordinate with Owner's Representative to schedule routine or extended maintenance, repairs, and inspections. Contractor will obtain permission prior to beginning any work beyond the work considered as routine maintenance such as extended service work or repairs to vehicles which are recommended due to problems found during the inspection or routine maintenance process.

4. Delivery of Materials

Contractor is responsible for all off loading of materials and furnishing tools and equipment necessary to complete repairs, maintenance.

5. Additional Work

Any repairs identified during the performance of routine maintenance shall be described and submitted in writing along with an estimated cost of repair. Owner must approve the repair prior to such repair being undertaken.

6. Custody and Care of Property

Contractor agrees that he/she shall be responsible for the proper custody and care of any vehicles or property furnished for use in connection with the performance of this contract or purchased by it for this contract (i.e. repair manuals) and will reimburse Owner for loss of damage of such property. Owner's vehicles and trailers should be stored in a secure location if it is necessary for them to remain in the contractor's custody overnight.

7. Supervision and Superintendence

Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Owner's requirements. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the work.

Contractor shall provide competent, suitably qualified personnel to complete the Work as required by these documents. Contractor shall at all times maintain good discipline and order at the Site.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work outside of regular working hours without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Owner. After hour emergency service work is excluded.

9. Tests and Inspections

Contractor shall give Owner timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall provide Owner with results of all testing.

10. Warranties

Contractor shall warranty their repairs for no less than (90) days for workmanship, and for the full manufacturer warranty period on materials.

11. Invoicing

Contractor shall bill Owner on an as completed basis for any pre-approved repair work and scheduled maintenance work. Invoices shall include all sales taxes paid relative to the Work, Purchase Order number, description of item(s), quantities, unit price, extended price, freight, state and local taxes, date of delivery and vehicle number.

Receipted freight bills shall support invoices for prepaid transportation charges. All invoices shall be mailed to 900 South Beckford Drive, Henderson, NC 27536.

12. Contract Price

The Owner hereby agrees to pay to the Contractor in lawful money of the United States for the faithful performance of this agreement in accordance with quoted prices as set forth in Exhibit 2, Cost Proposal sheet, subject to allowable additions and deductions.

13. Payment of Contract Price

The Owner shall make payment within thirty (30) calendar days of receipt of invoice. The Owner may withhold payments if the Owner has received claims of lien by subcontractors for unpaid labor or materials, if the work of the Contractor is defective, if the Contractor fails to diligently pursue the work with reasonable dispatch, or if the amount requested is not consistent with the level of Work actually performed.

14. Terms and Renewal

Contract will be effective upon issuance of a City of Henderson contract, and will be for an initial term of twelve (12) months. Contractor is bound to the quoted prices for the full twelve (12) month term.

Upon each anniversary date of any resulting agreement, Owner and Contractor, upon mutual agreement, shall have the option to renew this contract for one twelve (12) month term. This contract may be renewed up to four (4) times at the same prices, terms and conditions as stated in the original contract.

CONTRACTOR of CONTRACTOR, or any individual or entity directly or indirectly employed by any of them to perform any of the Services or anyone for whose acts any of them may be liable .

21. Personnel

It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

22. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

23. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

24. Suspension or Termination of Agreement

1. In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S negligent errors, omissions or acts, the CONTRACTOR shall be in breach of this agreement and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.
2. The CITY shall also have the right to suspend this agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY the CONTRACTOR remains in violation of this agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.
3. In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (In no event will the amount due CONTRACTOR in the event of termination exceed that amount set forth in paragraph IV of this agreement. CONTRACTOR shall be paid for all reimbursable, as defined herein, which are due him.)
4. This agreement may be terminated without cause by the CITY with thirty (30) days written notice to CONTRACTOR.

Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.]

3. Business Auto Liability

The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired and leased vehicles, providing liability limits at least in the amount of \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage. The CITY shall be named an additional insured on this policy.

The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the CONTRACTOR, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the CITY by registered mail at least thirty (30) days prior to any cancellation or non-renewal of these coverages.

4. Garage keeper's Legal Liability

If storing vehicles, the contractor shall maintain garage keeper's insurance with a limit of not less than \$150,000.00 for property damage to vehicles and vehicle equipment while in the contractor's care, custody, or control; including losses caused by collision and comprehensive perils.

5. On-Hook Cargo – Only if Towing Vehicles

Contractor shall maintain On-Hook Cargo insurance with a limit of not less than \$150,000.00 for property damage to vehicles and vehicle equipment or miscellaneous equipment while in the course of transit. The required limit of insurance shall apply separately per vehicle or piece of equipment if the mode of transport allows for more than one unit.

27. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement are confidential. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

28. Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CITY.

Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

37. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

38. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

39. Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the Agreement or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice within ten (10) days thereafter that it elects to proceed with mediations pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction located in New Hanover County, North Carolina which shall be the sole forum for any litigation with respect to this Agreement or the subject matter thereof. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if an applicable statute of limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation or legal proceeding. Provided, however, that the fees of the mediator and any filing fees shall be shared equally by the parties.

The City of Henderson Contract #

OWNER

THE CITY OF HENDERSON

SEAL:

BY: _____

Title: _____

NORTH CAROLINA

I, _____ the undersigned Notary Public do hereby certify that _____ personally came before me this date and acknowledged that she is the Clerk to the Board of The City of Henderson, Henderson, North Carolina, and that, by authority duly given and the act of the Board, the foregoing document was signed in its name by its _____, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and official seal this the ____ day of _____, 20 ____.

Notary Public

My commission expires: _____

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

By: Katherine C. Brafford

Title: Finance Director

Date: _____

Approved as to Form:

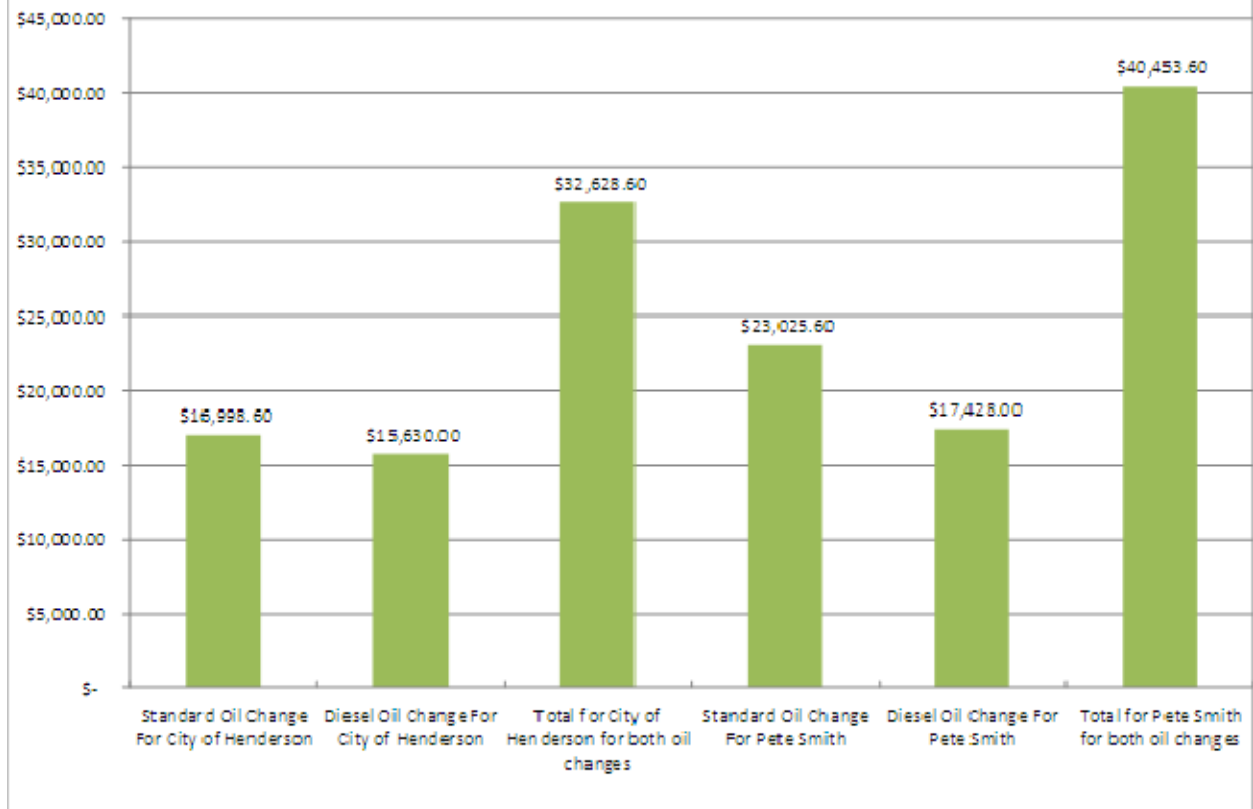
By: John H. Zollicoffer, Jr.

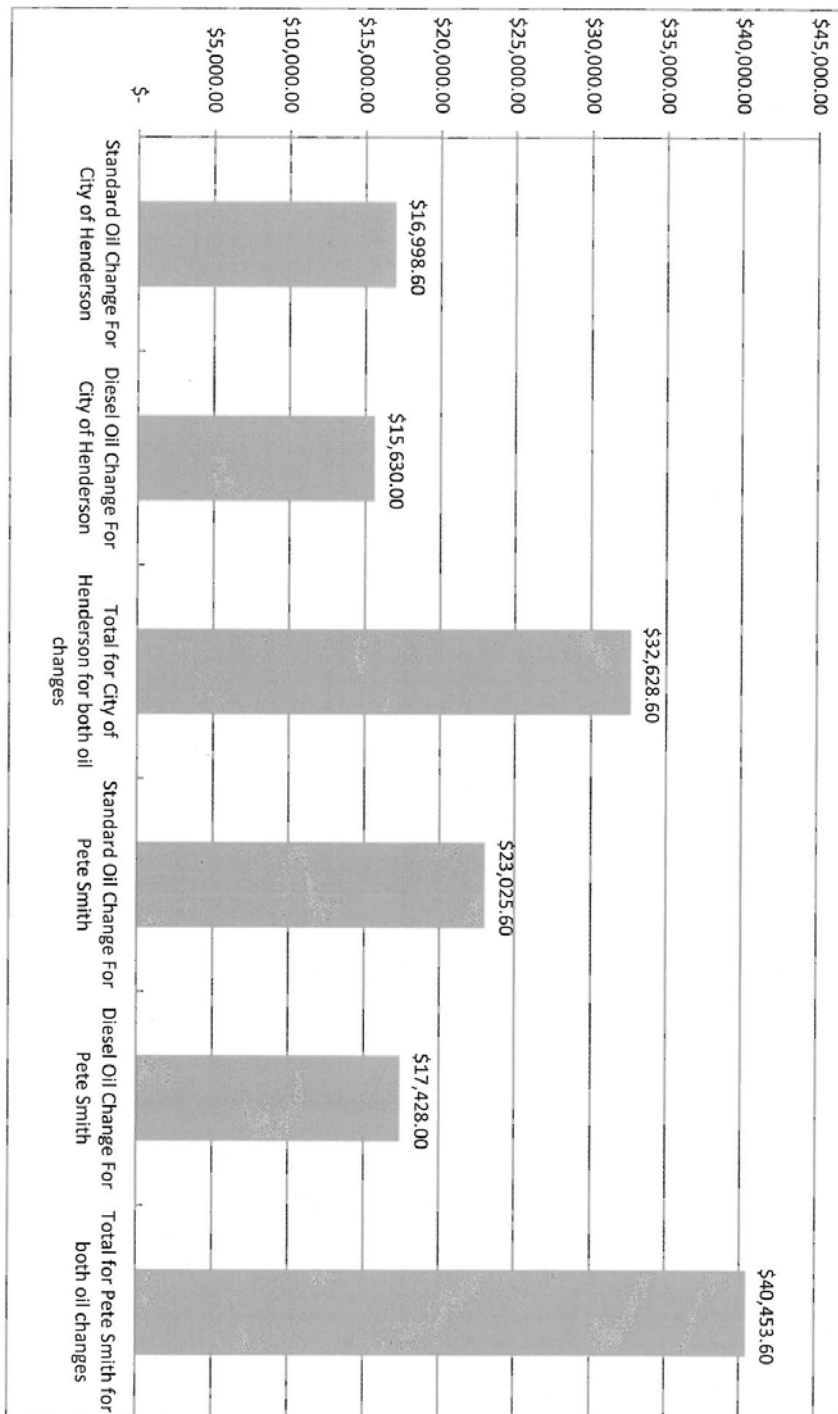
Title: City Attorney

Date: _____

BID PROPOSALS SENT OUT APRIL 1, 2014			
QUESTIONS DUE BY APRIL 10, 2014			
BID PROPOSALS DUE BACK COMPLETE BY APRIL 18, 2014			
Hester's Auto Repair Center	No Response		
Hope's Automotive Service	Could not handle request per Shirley		
East Carolina Tire	No Response		
Tony's Auto Repair	No Response		
Boyd Chevrolet	No Response		
Superior Chrysler Dodge Jeep	No Response		
Advantage Ford	No Response		
Henderson Toyota	No Response		
Bishop Radiator & Automotive	No Response		
Pete Smith	See Below		
CITY OF HENDERSON			
Standard Oil Change	Diesel Oil Change		
\$ 34.55	\$ 78.15	These are averages	
(THIS IS BASED ON 6 QUARTS OF OIL AT \$2.58, AVERAGE COST FOR FILTER \$3.10, LABOR RATE OF \$15.97 BASED ON 45 MINUTES)	(THIS IS BASED ON 16 QUARTS OF OIL AT \$2.58, AVERAGE COST FOR FILTER \$20.90, LABOR RATE OF \$15.97 BASED ON 45 MINUTES) WE USE AN AVERAGE OF 30 QUARTS OF OIL IN OUR DIESEL VEHICLE BUT THIS IS BASED ON THE 16 QUARTS OF OIL THE SAME USED BY PETE SMITH.		
Standard Oil changes performed per year for cars, small trucks, non diesel.	Oil Changes done in FY 492	Cost of oil changes for a FY \$ 16,998.60	
Diesel Oil changes performed per year for large trucks, equipment, etc.	200	\$ 15,630.00	
	TOTAL FOR YEAR	\$ 32,628.60	
Rate Per Hour*			
Auto Mechanic	Service Worker	Supervisor	PER ALL THREE
\$ 21.29	\$ 21.79	\$ 28.19	\$ 71.27
Material**	We get discounts thru some of our current vendors (SEE ATTACHED)		
Pete Smith			
Standard Oil Change*	Diesel Oil Change*		
\$ 46.80	\$ 87.14	Each Oil Change	
	Oil Changes done in FY	Cost of oil changes for a FY	
Standard Oil changes performed per year for cars, small trucks, non diesel.	492	\$ 23,025.60	
Diesel Oil changes performed per year for large trucks, equipment, etc.	200	\$ 17,428.00	
	TOTAL FOR YEAR	\$ 40,453.60	
Rate Per Hour/Min 1/2 Hour (this is for any repair work that would need to be done)			
\$74.00			
Material***	There is a 20-50% mark up		
*This also includes overhead			
**Pete Smith examines fluid levels such as wiper blades, wiper fluid, antifreeze, and all other levels but if low there is a charge for the material that is used. For example if a different oil filter is needed for some of the older vehicles the price could be more because there is a charge for older vehicles filters that don't use standard oil filter.			
***Please see attached sheet for the example of two of our suppliers that we get discounts from versus the 20-50% markup for someone else doing. (The examples came from the month of April 2014)			

Standard Oil Change For City of Henderson	\$50.82	-852	\$	16,898.60
Diesel Oil Change For City of Henderson	\$74.42	200	\$	15,630.00
Total for City of Henderson for both oil changes			\$	32,628.60
Standard Oil Change For Pete Smith	\$48.80	-852	\$	23,025.60
Diesel Oil Change For Pete Smith	\$87.14	200	\$	17,428.00
Total for Pete Smith for both oil changes			\$	40,453.60





EXAMPLE OF DISCOUNTED PARTS

Vendor #1

	Price	Net	Percentage taken off
Air Filter	\$ 35.92	\$ 10.78	30%
Air Filter	\$ 89.89	\$ 23.73	26%
Air Filter	\$ 141.25	\$ 37.29	26%
Air Filter	\$ 12.98	\$ 3.90	30%
Air Filter	\$ 9.86	\$ 2.96	30%
Belt (Fleetranner)	\$ 35.24	\$ 17.62	50%
Brake Caliper	\$ 148.82	\$ 71.44	48%
Brake Caliper	\$ 127.80	\$ 61.35	48%
Brake Pads	\$ 87.38	\$ 39.99	46%
Bulb (Fog)	\$ 32.24	\$ 16.12	50%
Bulb (Halogen)	\$ 15.38	\$ 7.69	50%
Bulb (Headlight)	\$ 19.48	\$ 9.74	50%
Bulbs	\$ 2.50	\$ 1.25	50%
Bulbs	\$ 2.58	\$ 0.91	35%
Bulbs	\$ 1.66	\$ 0.69	42%
Bulbs	\$ 2.78	\$ 1.39	50%
Bulbs	\$ 3.24	\$ 1.62	50%
Fuel Pump Assembly	\$ 340.28	\$ 170.14	50%
Fuel Pump Electric	\$ 390.32	\$ 195.16	50%
Fuel Pump Electric	\$ 340.28	\$ 170.14	50%
Oil	\$ 6.69	\$ 4.35	65%
Oil	\$ 10.22	\$ 5.11	50%
Tensioner	\$ 212.02	\$ 106.01	50%

**There is an additional smaller discount given due to pay history, etc.

Vendor #2

	Price	Net	Percentage taken off
Chassis	\$ 211.99	\$ 91.73	43%
Chassis	\$ 216.99	\$ 92.36	43%
Chassis	\$ 150.99	\$ 64.59	43%
Chassis	\$ 147.99	\$ 62.70	42%
Chassis	\$ 150.99	\$ 65.90	44%
Lift Support	\$ 57.99	\$ 28.85	50%
Rack & Piston Ass.	\$ 431.99	\$ 204.35	47%
Sensors	\$ 132.47	\$ 78.31	59%
Shocks	\$ 32.99	\$ 17.15	52%
Spark Plugs	\$ 6.99	\$ 3.34	48%
Thermostats	\$ 27.25	\$ 15.19	56%

Average small car uses six quarts of oil-we pay \$2.58	\$ 15.48
Average cost for small vehicle for fuel filter-\$3.10	\$ 3.10
45 minutes for employee - \$15.97	\$ 15.97
AVERAGE COST FOR STANDARD OIL FILTER=\$30.82	\$ 34.55

Average diesel vehicle uses 30 quarts of oil-we pay \$2.58	\$ 36.12
Pete Smith based there's on 16 quarts of oil	\$ 41.28
Average cost for fuel filter - \$20.90	\$ 20.90
45 minutes for employee - \$15.97	\$ 15.97
AVERAGE COST FOR STANDARD OIL FILTER=\$74.42	\$ 78.15

City Council Memo

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



Agenda Item: _____

Council Meeting: 28 July 14 Work Session

24 July 2014

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: A. Ray Griffin, Jr., City Manager
RE: **CM: 14-22**
Review of Various Options to Improve Traffic and Pedestrian Safety on Belle Street Adjacent to the Post Office.

Ladies and Gentlemen:

The City of Henderson staff has reviewed the traffic hazards associated with the mail drop box and the exit to the post office parking lot. Previously the City has installed signage and break away posts in the center of the street to deter left turns out of the post office parking area but, the problem still exists. The current traffic hazards are;

1. The mail drop boxes on Belle Street are located on the passenger side of the vehicle which induces cross lane travel leading to a potential for head on collisions.
2. The exit at the post office is very close (within 50 feet) to the intersection of Belle Street and Garnett Street and motorists are opting to take a left turn out of the parking lot into the wrong lane and oncoming traffic to get onto Garnett Street.

City Staff has reviewed 4 options to alleviate this problem:

1. Turn-out with mail drop boxes on Post Office property to accommodate driver's side window access.
2. Mail drop boxes relocated to existing driveway entrance into Post Office.
3. Change traffic pattern through parking lot and site mail drop boxes in front of post office.
4. Set mail drop boxes in an island in the centerline of Belle Street.

If Council members are comfortable with the concept of converting this one block of Belle Street to one-way, the City Engineer will begin discussions with the Post Office and business and property owners abutting the street. Public input is critically needed prior to making final decisions about one-waying a street.

Enclosure:

1. Description of alternative solutions with sketches.

US Post Office on Belle Street

Currently the Post Office is located at the intersection of East Belle Street and South Garnett Street on the South side of the intersection. The entrance to the Post Office is located on S. Garnett Street on the west Corner of their lot and the exit is located on East Belle Street on the North East corner of their lot. Existing conditions with respect to traffic routing at the post office are creating potential traffic hazards. The two traffic hazards are;

1. The mail drop boxes on Belle Street are located on the passenger side of the vehicle which induces cross lane travel leading to a potential for head on collisions.
2. The exit at the post office is very close (within 50-feet) to the intersection of Belle Street and Garnett Street and motorists are opting to take a left turn out of the parking lot into the wrong lane and oncoming traffic to get onto Garnett Street.

City Staff has reviewed 4 options to alleviate this problem:

1. Turn-out with mail drop boxes on Post Office property to accommodate driver's side window.
2. Mail drop boxes relocated to existing driveway entrance into Post Office.
3. Change traffic pattern through parking lot and site mail drop boxes in front of post office.
4. Set mail drop boxes in an island in the centerline of Belle Street.

Figure 1: Belle Street looking away from S. Garnett Street

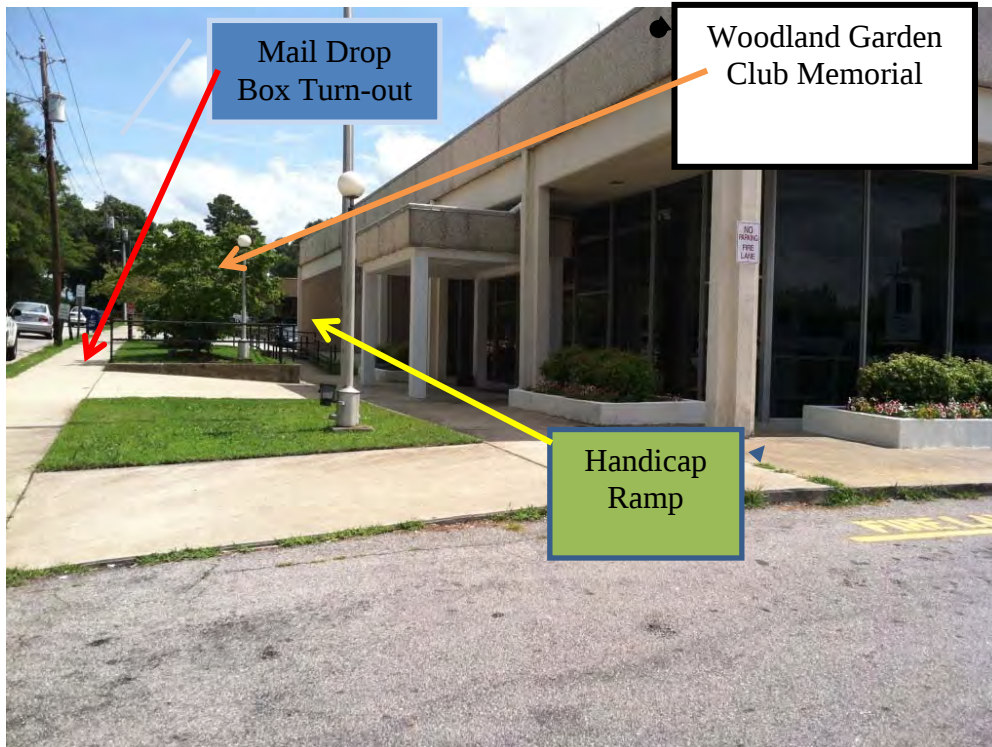


Option 1

Figure 2: Memorial Garden parallel to Belle Street on North side of Post Office



Figure 3: North side of building parallel to Belle Street



Option #1 – Turn Out Changes Required

1. Change Belle Street to one way traffic.
2. Revise striping and signage on Belle St.
3. Install turn-out on Post Office property
4. Provide short retaining wall or rework handicap ramp.

Pros

1. Driver Expectancy is the same but mail drop on driver's side now.
2. Eliminate cross lane travel.

Cons

1. Highest Cost will require street & sidewalk construction.
2. Tough construction due to power line location.
3. Removal of Memorial Gardens
4. Mail carriers have to get pick up in street.
5. Coordination with Post Office to perform construction and secure land.
6. Lose 3-4 parking slots on street.

Option 2

Figure 4: Post Office Entrance off S. Garnett Street – Existing One Way Entrance



Figure 5: Post Office Parking Looking toward Entrance off S. Garnett Street



Option 2 – Relocate Mail Drop Box to driveway entrance.

Revisions Required

1. Convert Belle Street to a one way street. Stripe and add signage to Belle Street.
2. Relocated Mail Drop Boxes to end of Driveway entrance.

Pros

1. Same driver expectancy into Post Office.
2. No Street construction
3. Lowest Cost
4. Safe for Mail Carriers

Cons

1. Very little room for stacking could impede traffic on Garnett Street
2. May or may not deter drivers from turning left out of parking lot.
3. Coordination with Post Office can take time.

Option 3

Figure 6: Route Traffic through parking area in opposite direction and stripe parking.



Revisions Required for Option 3:

1. Change the flow of traffic through the parking lot – stripe parking in the opposite direction
2. Convert Belle Street to a one way street
3. Relocate the Mail Drop Boxes to the North West side of the building.

Pros

1. Drop Box traffic will be safely contained in the parking area.
2. Larger stacking area for drop box traffic in parking area.
3. No street reconstruction, only striping of road and parking area
4. Provides safe environment for mail carriers
5. Second to lowest cost option

Cons

1. Striping that occurs on Post Office property requires coordination between City and US Government which may take time and could be rejected by the Post Office
2. Initially driver expectancy is to travel the opposite direction through parking area and down Belle Street but, this should resolve itself in the first month.

Option 4

Figure 7: Install a concrete median and place the mail drop box on the median



Revisions Required for Option 4:

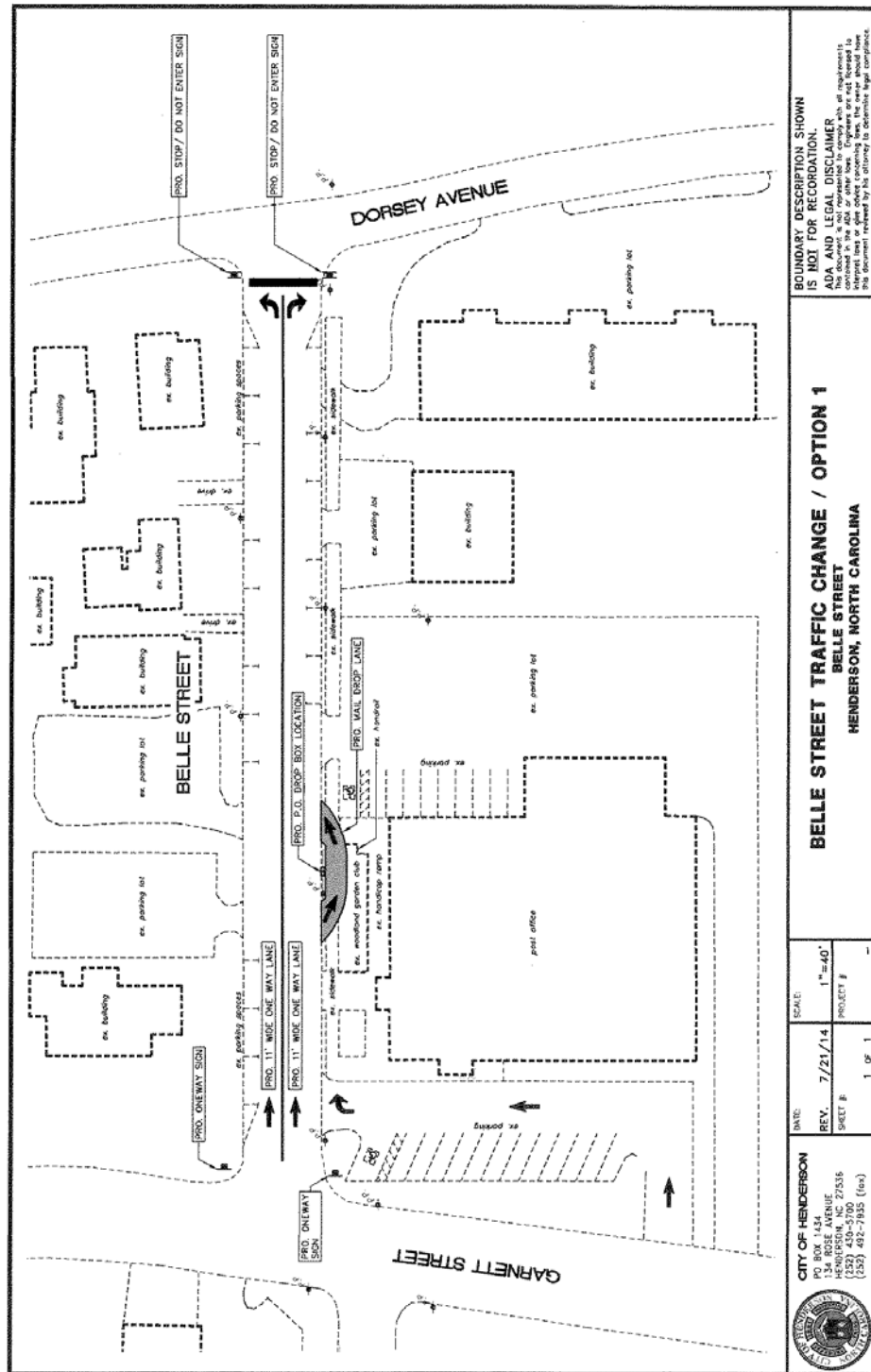
1. Install a concrete Island and maintain two way traffic flow on Belle Street.
2. Relocate Mail Drop Boxes into the center island.
3. Revise parking to allow traffic to flow past residents using drop box.

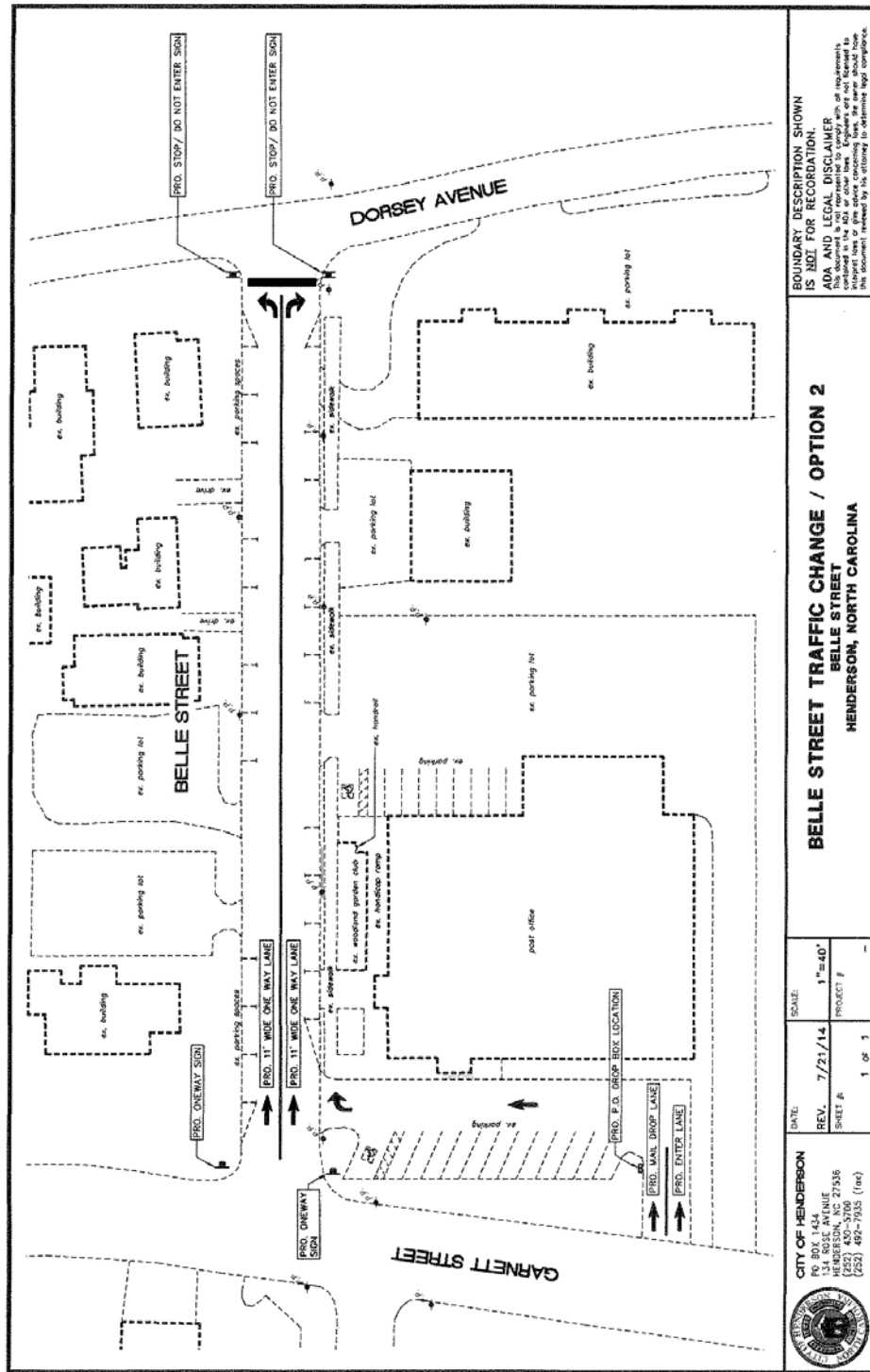
Pros

1. No revisions to traffic flow and driver expectancy.
2. Eliminate cross lane travel and reduce potential for head on collisions.
3. Second highest cost option, but still relatively low.

Cons

1. Potential for distracted driver to run over mail drop box.
2. Does not provide safe environment for mail carriers.
3. Stacking area will be in the street and potentially produce delayed traffic or rear end collisions.
4. Lose parking spaces on road to permit traffic to drive around people at drop box.
5. Does not deter drivers taking a left turn out of parking lot exit but, it may provide better compliance.





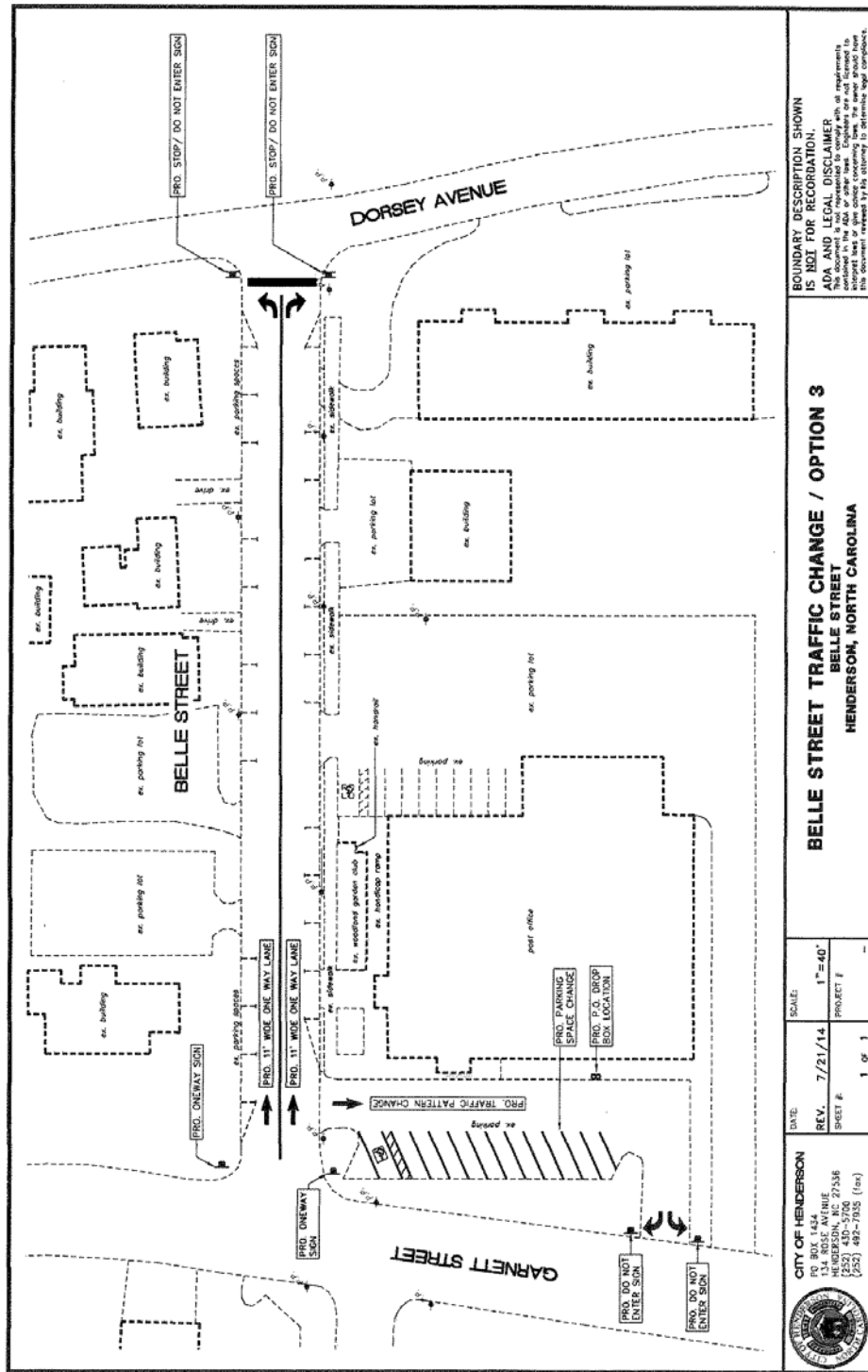
**BOUNDARY DESCRIPTION SHOWN
IS NOT FOR RECORDATION.
ADA AND LEGAL DISCLAIMER**
This document is not represented to comply with all requirements
of the Americans with Disabilities Act (ADA) and the Department of
Transportation (DOT) and the Federal Highway Administration (FHWA).
The user should consult the relevant laws and regulations for more
information. The document is intended for informational purposes only.
The document is not intended to be used for legal purposes.

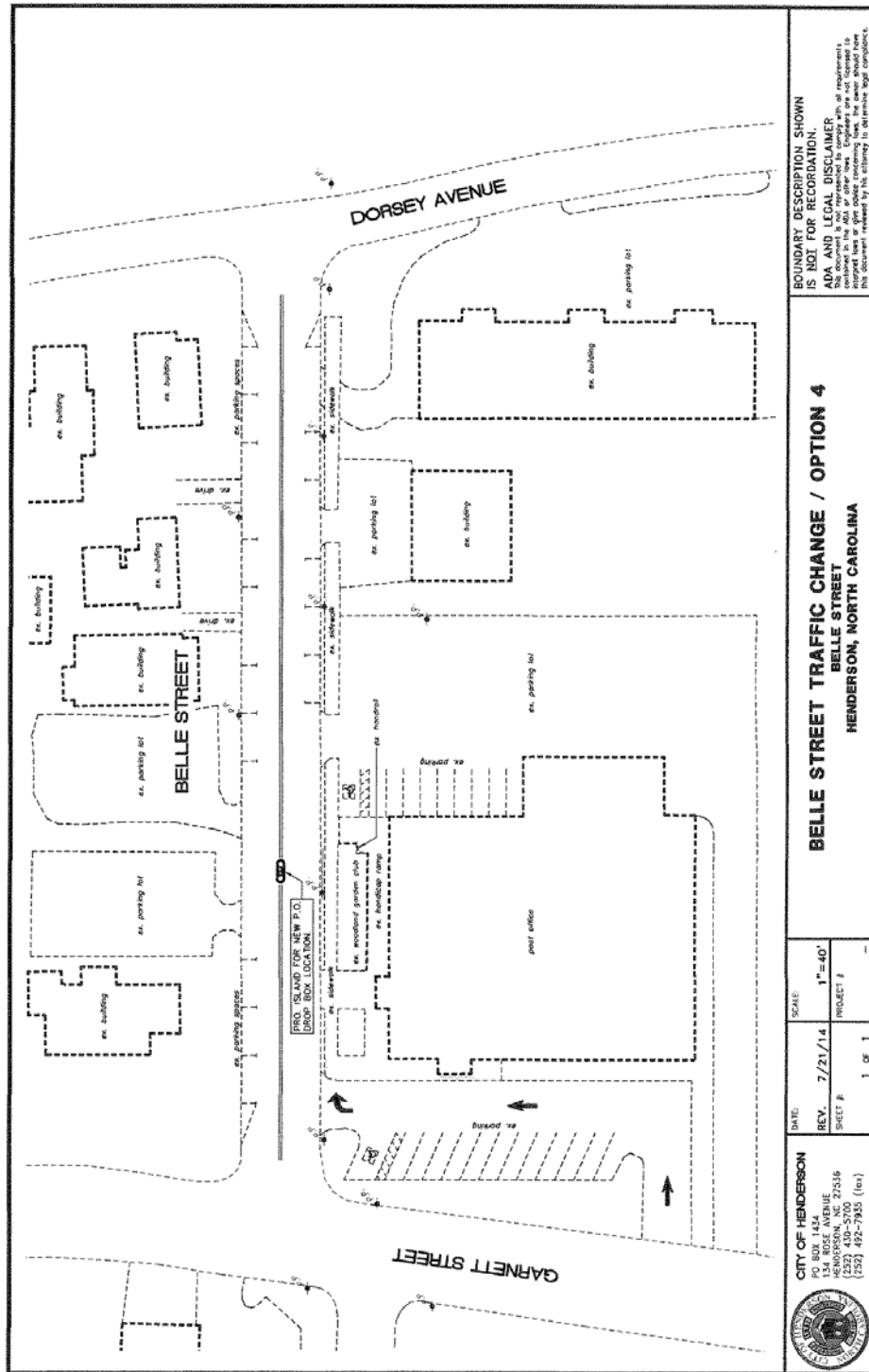
BELLE STREET TRAFFIC CHANGE / OPTION 2
BELLE STREET
HENDERSON, NORTH CAROLINA

DATE:	7/21/14	SCALE:	1"=40'
REV.:		PROJECT #	
SHEET #	1 of 1		

CITY OF HENDERSON
PO BOX 1434
134 ROSE AVENUE
HENDERSON, NC 27536
(252) 482-7335 (ext)
(252) 482-7335 (fax)







City Council Memo

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



Agenda Item: _____

Council Meeting: 28 July 2014 Work Session

24 July 2014

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

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

RE: CM 14-23

Review of potential grant sources from:

1. "Brownfield Assessment Grant"
2. "Inactive Landfill Assessment Grant".

Ladies and Gentlemen:

City staff has looked into potential grant sources for the inactive landfill site on Ramsey Street and a Brownfield grant for potential soil and water contamination sites throughout the City. Below is a brief description of potential grant sources and a course of action for the City to take.

Brownfield

Council was presented the EPA Brownfield program by Locklear, Locklear and Jacobs at the April 28th 2014 short regular meeting. The Brownfield program has several grants to identify, assess and clean-up small toxic or industrial contamination sites. There is a significant value to Henderson's economy and social fabric to identify and clean-up these sites. Industries looking to move into the area are looking for affordable facilities, with the required infrastructure readily available and full disclosure of known contamination. A site with contamination can still be a viable site for an industry if the contamination is clearly defined and the industry has a cost associated with the clean-up prior to the purchase of the site.

Inactive Landfill Site

The City of Henderson operated a landfill at the end of Ramsey Street and closed it many years ago. The Department of Environment and Natural Resources – Division of Solid Waste – Inactive Hazardous Site Branch – Superfund Section - Pre-Regulatory Landfill Unit runs a grant program to assist municipalities with assessment and mitigation of contamination from these sites. The grant program is funded by a \$2 tax on every ton of waste deposited in active landfills, where \$1 of this tax goes directly towards assessment and mitigation of Pre-Regulatory landfills.

City Staff has reviewed these programs and believes there is a positive economic value to the City of Henderson to pursue grants in these programs. After council review and discussion, staff will prepare two “Request for Proposals” and solicit professionals in the industry. Staff will review the proposals and make a recommendation of award to Council at the 22 September 2014 Work Session.

Enclosure:

1. Description of EPA Brownfield Programs and NCDENR – Inactive Landfill Unit.

Brownfield Program

Purpose: to identify, assess and mitigate industrial waste spills then remediate the site to a positive economic and environmental condition.

The montra is “an unhealthy environment propagates an healthy neighborhood, with respect to health, economics and social issues”.

The program should be viewed not as “the assignment of blame” but has “an opportunity to identify and resolve issues that maybe present”.

Historically businesses did not have a procedure or chain of custody with respect to the hazardous chemicals they used in their business and how the material was disposed of ultimately.

Love Canal was one of the first “Super Fund” Sites identified by the Environmental Protection Agency (EPA). Love Canal was a repository for industries to dispose of their waste, in 55 gallon barrels that was ultimately buried in unlined pits. Over time this material seeped into the aquifer and residents in the area started having high rates of cancer and environmental health effects. The EPA was able to identify the problem and promluate regulations to keep this type of disposal method from happening again. At that time EPA recognized the high probability that industries could have localized areas of contamination that may not qualify as a “Super Fund” site.

Brownfields are categorized as areas of industrial contamination in an urban setting that can be remediated at a reasonable cost. The value to remediating these sites is that these industrial areas are typically located at ideal locations with respect to resources and transportation. An investor in a new enterprise is looking for a site with all the infrastructure in place and minimal costs in upfitting the site. One of the first questions from a new business “has a Phase 1 and Phase 2 site assessment been performed?” If the level of contamination has been identified then the cost of remediation can be quantified and taken into account during the purchase negotiations.

EPA offers grants to local governments to assess and clean-up sites with hazardous waste contamination. The assessment portion has two phases;

Phase 1 is an inquisition as to what businesses were located on the site and what are the potential hazardous chemicals used at this business. No physical or chemical analysis are done at this phase.

Phase 2 involves a chemical and physical analysis of the site. Phase 2 assessments are performed when the Phase 1 assessment indicates there is a strong likely hood that contamination may have taken place on site.

Pre-Regulatory Landfill Program

Run by NCDENR – Division of Solid Waste- Inactive Hazardous Sites Branch – Superfund Section.

The State has funded this program by a \$2 tax on every ton of waste deposited in an existing Section D landfill (\$1/ton going for administrative \$1/ton going towards assessment and remediation). The intent of the program is to identify, assess, prioritize and remediate un-lined landfills that are an imminent threat to citizens or the environment. The Division of Solid Waste reports 677 unlined landfill sites in the state.

The program is a voluntary program but if a municipality enters then the municipality must meet standards set forth in the guidance document and approved by NCDENR in order for the municipalities to be eligible for reimbursement.

City of Henderson's known sites

City Owned Property

1. The Bennett Perry house may have asbestos, lead paint, heating oil contamination etc. making this site a possible Brownfield's Candidate.
2. The old landfill on Ramsey Street may have toxic substances that could potentially enter the aquifer. The NC Solid Waste Division has grants that can assist with this process under the inactive Landfill sites section.

Sites

1. Locklear Locklear & Jacobs (LL&J) forwarded Henderson a list of 13 identified sites under 4 categories.
2. LL&J also identified 14 sites with buildings that could have potential contamination and be put on Brownfield.
3. LL&J also identified 10 land sites that could have contamination and be evaluated under a Brownfield.

Course of Action for Henderson

1. City Council must elect to move this to the next stage which would be a "Request for Proposals" (RFP) from professionals in their respective fields.
 - a. RFP – Inactive Landfills
 - b. RFP - Brownfields
2. Based on a review of these RFP's - staff can make recommendation of which firm demonstrates the most expertise in their field as well as the most knowledge of industries and the City of Henderson.