



AGENDA

Henderson City Council Regular Meeting

Monday 12 January 2015, 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

Edward A. Wyatt, Interim City Manager
D. Rix Edwards, City Attorney
Esther J. McCrackin, City Clerk

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION AND PLEDGE OF ALLEGIANCE

IV. OPENING REMARKS

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

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

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

V. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA

VI. APPROVAL OF MINUTES

a) 8 December 2014 Regular Meeting and Work Session. [See Notebook Tab 1]

VII. PRESENTATIONS/RECOGNITIONS

VIII. PUBLIC COMMENT PERIOD ON AGENDA ITEMS

Citizens may only speak on 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

IX. NEW BUSINESS

a) Consideration of Approval of Resolution 15-07, Authorizing the Execution of an Agreement with Devere Construction Relative to the Concrete Construction of the Oxidation Ditch during the Henderson Water Reclamation Facility Renovation Project. (CAF 15-08) [See Notebook Tab 2]

- Resolution 15-07

b) Consideration of Approval of Ordinance 15-08, FY15 Budget Amendment #17, Authorizing the Appropriation of \$95,000 from the Engineering Contingency Line to the Engineering Construction Administration and Inspection Line of the Water Reclamation Renovation Project. (CAF 15-18) [See Notebook Tab 3]

- Ordinance 15-08

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.

- c) Consideration of Approval of Resolution 15-13, Providing for the Disposition of Two Jointly Held Properties by the City and County Identified as: 1) 149 Horner Street, Further Identified in Vance County Register of Deeds Book #1275, Page #0997; Tax Parcel #0003-08 003A; and 2) 839 Andrews Avenue, Further Identified in Vance County Register of Deeds Book #1279, Page #500; Tax Parcel #0079-03034 54 Feet Andrews Avenue & 0079-03008 839 Andrews Avenue. (CAF 15-17) [See Notebook Tab 4]
 - Resolution 15-13
- d) Consideration of Approval of Resolution 15-14, Adopting a Corporate Resolution and Certificate of Incumbency for First Citizens Bank and Trust Company. (CAF 15-19) [See Notebook Tab 5]
 - Resolution 15-14
- e) Consideration of Approval of Resolution 15-15, Temporarily Suspending the Leaf Collection Fee Until January 31, 2015. (CAF 15-20) [See Notebook Tab 6]
 - Resolution 15-15
- f) Consideration of Approval of Tax Releases and Refunds for the Month of November 2014. (CAF 15-10)[See Notebook Tab 7]

X. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

⁴ Citizen Comment Guidelines for Non-Agenda Items

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- 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.

XI. REPORTS

- a)** Mayor/Mayor Pro-Tem (No Report)
- b)** Interim City Manager (No Report)
- c)** City Attorney (No Report)
- d)** City Clerk
 - i. Meeting and Events Calendar *[See Notebook Tab 8]*
 - ii. Fire Department Monthly Report

XII. CLOSED SESSION

- a)** Pursuant to G.S. §143-318.11 (a)(6) regarding a Personnel Matter.

XIII. WORK SESSION

- a)** City Manager Search. *[No materials]*

XIV. ADJOURNMENT

City Council Minutes - DRAFT

Regular Meeting

8 December 2014

PRESENT

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

ABSENT

Council Member Fearldine A. Simmons

STAFF PRESENT

Interim City Manager Edward A. Wyatt, City Attorney D. Rix Edwards, City Clerk Esther J. McCrackin, Assistant City Manager Frank Frazier, Kerr Lake Regional Water Director Christy Lipscomb, Police Chief Marcus Barrow, Engineering Director Clark Thomas, Development Services Director Corey Williams, Zoning Administrator Karen Foster and Planner Robert Harris.

CALL TO ORDER

The 8 December 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 to this last meeting of 2014.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. Council Member Peace-Jenkins moved to accept the Agenda as corrected. 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 Daeke moved the approval of the 24 November Short and Work Session minutes, as presented. Motion seconded by Council Member Peace-Jenkins, 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.

OLD BUSINESS

Authorizing the Execution of a Contract with I. Kruger, Inc. to Perform an Actiflo-Carb Pilot Study at Kerr Lake Regional Water Plant and Authorizing Transfer of Contingency Funds for Above Mentioned Study. (CAF 14-125; Resolution 14-92, Ordinance 14-07, Budget Amendment #15)

Kerr Lake Regional Water Director Lipscomb summarized the discussion from the November work session by saying this is a three week pilot study which has the potential of saving the City major funds if it performs as expected. The cost of the pilot study is \$13,000 and will allow staff a hands-on experience. The study will be performed over a three week period.

Council Member Inscoe added that the Kerr Lake Regional Advisory Board met this morning and fully endorsed this study.

Mayor O'Geary asked for the pleasure of Council.

Council Member Rainey moved the approval of Resolution 14-92, *Pilot Study at Kerr Lake Regional Water Plant* and Ordinance 14-07, *Authorizing Transfer of Contingency Funds for Above Mentioned Study*. Motion seconded by Council Member Inscoe, and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins and Daeke. NO: None. ABSTAIN: None. ABSENT: Simmons and Daye. (See Resolution Book 4, p 131, Ordinance Book 9, p 77)

NEW BUSINESS

Adopting the KLRWS 2012 Local Water Supply Plan. (CAF 14-130; Resolution 14-96)

Interim City Manager Wyatt explained this is a housekeeping matter as a letter was received from NCDENR on 6 November 2014, approving the 2012 Local Water Supply Plan. This plan is required by the State of North Carolina to be updated every five years and must be approved by the governing body for the system.

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

Council Member Daeke moved the approval of Resolution 14-96, *Adopting the KLRWS 2012 Local Water Supply Plan*. Motion seconded by Council Member Kearney, and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, and Kearney. NO: None. ABSTAIN: None. ABSENT: Simmons and Daye. (See Resolution Book 4, p 139)

Authorizing the Retirement of and Transfer of Ownership of K-9 Diesel to Police Sergeant Michael Overton. (Reference: CAF 14-127; Resolution 14-78)

Interim City Manager Wyatt said it is standard practice to transfer ownership of a K-9 to its handler as permitted in NCGS 160a-266(d).

Police Chief Barrow added that six and a half year old K-9 Diesel has served the department since 2009 and it is only due to health issues, that he is being retired. He said Sgt. Overton fully understands he will be responsible for Diesel's medical care.

There were no questions. Mayor O'Geary asked for Council's pleasure.

Council Member Rainey moved the approval of Resolution 14-78, *Authorizing the Retirement of and Transfer of Ownership of K-9 Diesel to Police Sergeant Michael Overton*. Motion seconded by Council Member Coffey, and APPROVED by the following vote: YES: Inscoe, Rainey, Peace-Jenkins, Daeke, Kearney and Coffey. NO: None. ABSTAIN: None. ABSENT: Simmons and Daye. (See Resolution Book 4, p 103)

Authorizing an RFP Soliciting a Commercial Real Estate Broker to Sell a City of Henderson, North Carolina Property. (Reference: CAF 14-129; Resolution 14-04)

Interim City Manager Wyatt said this action authorizes proper advertisement to commercial real estate brokers to sell the former First National Bank building, located at 213 South Garnett Street.

Council Member Kearney asked if this could be done for other City owned properties. Council Member Inscoe said depending on the type of return received with this RFP, it would certainly be possible to repeat the process with other properties. Mr. Kearney also suggested that a percentage of the sale of any City owned properties be used for demolitions.

Council Member Daeke asked for verification that the existing procedures for purchasing City owned property will have to be met (Resolution 14-41). Council Member Inscoe said yes.

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

Council Member Inscoe moved the approval of Resolution 14-04, *Authorizing an RFP Soliciting a Commercial Real Estate Broker to Sell a City of Henderson, North Carolina Property*. Motion seconded by Council Member Coffey, and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Kearney, Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: Simmons and Daye. (See Resolution Book 3, p 273)

Authorizing the Mayor to Sign a Revised Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) Relative to the Beckford Drive Widening Project on Behalf of the City (U-4916). (CAF 14-132; Resolution 14-46)

Interim City Manager Wyatt said this is an impressive project that has been a long time coming. Easements have been obtained and the project will be under the auspice of the City, not the NCDOT. This revision will allow for the design completion.

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

Council Member Inscoe moved the approval of Resolution 14-46, *Authorizing the Mayor to Sign a Revised Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) Relative to the Beckford Drive Widening Project on Behalf of the City (U-4916)*. Motion seconded by Council Member Kearney, and APPROVED by the following vote: YES: Peace-Jenkins, Daeke, Kearney, Coffey, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: Simmons and Daye. (See Resolution Book 4, p 39)

Amending the CH2MHill Contract for Additional Work and Authorizing the Appropriation of \$33,000 from the Contingency Line to the Engineering Line of the Inter Basin Transfer (IBT) Budget for the Regional Water System. (Reference: CAF: 14-131; Resolution 14-97, Ordinance 14-54, Budget Amendment #16)

Interim City Manager Wyatt commended this project by saying inter basin transfers are very difficult to obtain. He said the amount necessary to complete the contract with CH2MHill is \$33,000, which includes \$6,600 for public relations support by Pioneer Strategies, Inc.

Council Member Inscoe added the Kerr Lake Regional Water (KLRW) Advisory Board which met this morning fully approves this amendment.

Council Member Kearney inquired about the public relations portion. As chairperson of the KLRW Advisory Board, Council Member Inscoe said a portion of this project involves public attention to understand the economic boost it will provide to the community. Council Member Daeke asked what that would involve. Mr. Inscoe said possibly editorials, newspaper articles and information in North Carolina magazines, as needed. There may also be flyers sent to individual households.

Assistant City Manager Frazier added there is a public hearing coming up on this project.

Mr. Wyatt concluded by saying this is a momentous event.

Mayor O'Geary asked for Council's pleasure.

Council Member Rainey moved the approval of Resolution 14-97, *Amending the CH2MHill Contract for Additional Work*, and Ordinance 14-54, FY15, Budget Amendment #16, and *Authorizing the Appropriate of \$33,000 from the Contingency Line to the Engineering Line of the Inter Basin Transfer (IBT) Budget for the Regional Water System*. Motion seconded by Council Member Inscoe, and APPROVED by the following vote: YES: Daeke, Kearney, Coffey, Inscoe, Rainey and Peace-Jenkins. NO: None. ABSTAIN: None. ABSENT: Simmons and Daye. (See Resolution Book 4, p 141, Ordinance Book 9, p 193)

Amending Section 7-64.0 of the City Code Relative to Declaration as to Certain Intersections and Section 7-49, Declaration as to Certain Streets. (Reference: CAF 14-92-B; Ordinance 14-35)

Interim City Manager Wyatt read a portion of the executive summary of the CAF which explained VHB Consultants performed a signal warrant study at the intersection of Chestnut and Young streets following a traffic accident earlier this summer which damaged the existing traffic signals. The study found no supporting evidence for restoring signalization at this intersection. A portion of the anticipated insurance payout of \$13,977.79 will be used for cleanup and removal of the existing traffic signal equipment.

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

Council Member Peace-Jenkins moved the approval of Ordinance 14-35, *Amending Section 7-64.0 of the City Code Relative to Declaration as to Certain Intersections and Section 7-49, Declaration as to Certain Streets*. Motion seconded by Council Member Rainey, and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins and Daeke. NO: None. ABSTAIN: None. ABSENT: Simmons and Daye. (See Ordinance Book 9, p 125)

(Clerk's Note: Council Member Daye arrived at 6:23 p.m.)

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

City Clerk McCrackin advised no citizen wished to address Council.

REPORTS

- a) Mayor/Mayor Pro-Tem - Mayor O'Geary reminded those who have not already submitted the evaluation form for the City Clerk to please do so as they were due December 5th.

Mayor O'Geary reported that the Christmas Parade was one of the best he has seen in a long time and said attendance at the Light the Night Ceremony was well over 200. He mentioned each participant and specifically thanked the members of the First United Methodist Church for serving hot chocolate and cookies after the Ceremony.

Mayor Pro-Tem Rainey said he hoped Council members would be able to attend the Vance County Juvenile Crime Prevention breakfast December 18th. He expressed thanks for the year and wished everyone a wonderful Christmas and safe travels.

- b) City Manager –** Interim City Manager Wyatt asked Development Services Director Williams to introduce his new staff. With relief and excitement, Mr. Williams said two-thirds of the open departmental positions have been filled and then introduced Mr. Robert Harris as the new Planner and Ms. Karen Foster as the new Zoning Administrator.

Mr. Wyatt then reported on the progress being made in the recreation area regarding cleanliness. He said to optimize personnel during hours of business, work schedules may have to be adjusted. He mentioned the Police Chief is working with the Recreation Director to improve security. Lastly, he said the recreation bus was used in the Christmas parade and will be more fully utilized in the future.

Council Member Coffey spoke about team sponsorships. Council Member Inscoe asked for more information on sponsorships.

Mr. Wyatt told Council that as best as he can, he will keep Council informed of changes/events before they occur.

- c) City Attorney (No Report)**

- d) City Clerk**

City Clerk McCrackin thanked Council for returning the contribution forms for the United Way. She also invited each member to the Holiday Luncheon which will be held on December 12th at the Aycock Recreation Center.

Mayor O'Geary asked if there was any further discussion.

Council Member Coffey asked what can be done about signs around town such as political signs and yard sale signs. Development Director Williams and Police Chief Barrow are both working on this issue. Council Members Daeke and Kearney felt the Board of Elections could help with the removal of the political signs. Chief Barrow will also put information on the police department's Facebook page.

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

CLOSED SESSION

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

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

WORK SESSION

Discussion Regarding Procedure for City Manager Appointment.

Interim City Manager Wyatt expressed his feelings saying he did not feel there is a need to hire a headhunter for the job search. He stated part of his engagement with the City is to conduct an objective search with the assistance of capable staff. He feels he has a good network for candidates, and said all candidates will be treated with the dignity and confidentiality that they are entitled.

Council Member Kearney asked if there would be an opportunity for discussion on attributes and abilities other than what Mr. Wyatt distributed.

It was the consensus of Council to meet in January 2015 to discuss this matter more fully.

OTHER

Council Member Coffey expressed appreciation for City staff and specifically mentioned the kindness shown her by the Public Works department.

There was no other discussion so Mayor O'Geary asked if Council was prepared to adjourn.

ADJOURNMENT

Council Member Coffey moved for adjournment. Motion seconded by Council Member Kearney, and unanimously approved. The meeting adjourned at 7:14 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



Council Meeting: 12 Jan 15 Regular Meeting

6 January 2015

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

FR: Ed Wyatt, Interim City Manager

RE: CAF: 15-08

Consideration of Approval of Resolution 15-07, Authorizing the Execution of an Agreement with Devere Construction Relative to the Concrete Construction of the Oxidation Ditch During the Henderson Water Reclamation Facility Renovation Project

Ladies and Gentlemen:

Council Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 15-07, Authorizing the Execution of an Agreement with Devere Construction Relative to the Concrete Construction of the Oxidation Ditch During the Henderson Water Reclamation Facility Renovation Project

Executive Summary

During construction of the oxidation ditches at the Henderson Water Reclamation Facility, it was discovered that there were issues with the concrete construction performed by Devere Construction, subcontractors of McGill Associates. McGill engineers notified Devere of these problems and brought in an independent Engineering firm to evaluate the existing concrete and methods that were used during construction. The inspection was performed and problems with the concrete were noted in the report. Devere, along with its subcontractor, presented to the Engineer, methods in which the existing concrete could be repaired to bring the construction up

to an acceptable level. This was reviewed by McGill and subsequently an agreement was drafted which outlined the responsibilities of the contractor in making the needed repairs and also payment to the City in the amount of \$69,000 in case there are needed repairs in the future.

This repair work has now been completed in accordance with the approved methods and the leakage tests have been performed and passed the tests In accordance with the specifications.

Staff is now recommending approval of the agreement.

Attachments:

1. Resolution 15-07

RESOLUTION 15-07

AUTHORIZING AN AGREEMENT BETWEEN DEVERE CONSTRUCTION COMPANY, INC., MCGILL ASSOCIATES AND THE CITY OF HENDERSON FOR THE HENDERSON WATER RECLAMATION FACILITY PROJECT RELATIVE TO THE CONCRETE REPAIRS TO THE OXIDATION DITCHES

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in February 2014, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses one of the Key Strategic Objectives as follows: **KSO 5:** Provide Reliable, Dependable Infrastructure - To provide reliable, dependable and environmentally compliant infrastructure systems; *and*

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

WHEREAS, the City's Consulting Engineer and its inspectors identified specific problems with the concrete construction of the oxidation ditches which is verified in an Engineering report performed by SKA Consulting Engineer, Inc.; *and*

WHEREAS, Devere Construction was notified of the defective work and advised that the work would not be accepted as is; *and*

WHEREAS, various alternatives, including demolition and reconstruction of the defective concrete work and other corrective methods, were studied, reviewed and presented to Council to insure the corrective methods would meet the specifications as well as insure the integrity and workmanship of the oxidation ditches for many years to come.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the execution of the agreement referenced above, being more fully articulated in **Attachment A** to this Resolution; *and*

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

The foregoing Resolution 15-07, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote received the following votes and was ***** on this the *** day of **** 2015: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

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

D. Rix Edwards, City Attorney
*Reference: Minute Book 43, pp. **.*

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF VANCE

This agreement is made and entered into this the ____ day of January, 2015 by and between the City of Henderson, North Carolina, (City), Devere Construction Company, Inc. (Contractor) and McGill Associates, PA (Engineers):

WITNESSETH:

Whereas, there was defective concrete construction installed by the Contractor in the City Water Reclamation Facility improvements project (Project); and

Whereas, the following items were agreed upon as a method of completing the oxidation ditch concrete repairs, as well as settlement of payments to the Engineer and payment for reduction in the value of the work and the Project to the City; and

Now therefore, the City, Contractor and Engineer agree as follows:

1. Contractor is responsible for ensuring concrete repairs are made in accordance with the repair procedures outlined in the January 19 and February 5, 2014 letters received from its subcontractor, National Erectors, Inc. (Procedures). The following is a listing of changes and clarifications to the Procedures to which the City, the Engineers and Contractor agree:

- a. Repair procedure "A" is acceptable for areas where applicable and called out in the submittal.
- b. Repair procedure "B" is not acceptable as currently submitted. The grout material submitted, Sika 328, is not an approved substitution. The grout should be Sika 111 Plus, used along with Sika Armetec 110 bonding agent.
- c. Repairs shall be made by a qualified concrete repair concern, whose hiring and use by Contractor must be submitted to both the Engineers and City for approval.
- d. Continuous inspection of preparation and installation of repairs shall be performed by an independent inspector with expertise in concrete repairs, who should be certified by North Carolina Department of Transportation. The name of the inspector to be hired by and used by the Contractor must be submitted to both the Engineers and City for approval. Upon completion, all inspection reports shall be submitted to the Engineer and City.
- e. Contractor shall submit an action plan to the City and Engineers that includes a timeline for making and completing the repairs, which are to be completed in a timely manner and completed no later than_____, 2015.
- f. The City, the Contractor and the Engineers understand that as all of the areas, where the defective concrete was used and installed, may not have been chipped to sound concrete, and as other areas may appear and need repair, further testing, after execution of this agreement, may be required to ensure integrity of both the Project and any repairs. The Engineers shall decide when such testing is needed and may direct the Contractor to ensure such testing is accomplished. Any deficiencies identified shall be remediated by the Contractor before acceptance of the Project by the City and Engineers and final payment to the Contractor.

2. Due to visible evidence at currently chipped areas, rebar coverage is an issue throughout the tank, which is a component of the Project. Contractor shall submit to the Engineers for approval a coating system to address protection of this rebar from moisture. This coating shall be applied to the interior of all walls, the top of the walls, and the exposed (above finished grade) areas of exterior walls of the Project, as approved by the Engineers. The coating shall be Thoroseal or an equivalent approved by the Engineers; and it shall be applied once the Project tank has been tested and accepted by the Engineers for water tightness.

3. The concrete slabs will be accepted as is and will be allowed to remain.

4. Acceptance of the proposed repair procedures by either the Engineers or the City does not relieve the Contractor of the responsibility to provide work as required by its agreement with the City and the Engineers. The Contractor shall remain liable under its warranties for the Project.

5. Contractor agrees to pay the Engineers directly for costs incurred, which includes the hiring of structural subconsultants, and which relate to matters regarding the identification and remediation of the defective materials and work. This payment shall be based on the Engineers' standard rate and fee schedule, as of the date of execution of this agreement, and shall not exceed \$30,000.00. Payment by a certified check shall be made within 10 days of the receipt of the invoice and prior to the release of any final payment to Contractor.

6. Contractor shall pay the City, by certified check, \$60,000.00 to cover the reduction in value of the Oxidation Ditch concrete caused by the defective work and materials. Payment shall be made prior to final acceptance of the Project and final payment to the Contractor.

The above items have been agreed upon by all parties and there are no other agreements not expressed herein relative to the concrete repair of the oxidation ditch.

In Witness Whereof the parties hereunto set their hands and seals this the day and year first above written.

Devere Construction Company

By: _____ (SEAL) Attest: _____
Tom Bennett, Vice President

McGill Associates

By: _____ (SEAL) Attest: _____
Andy Lovingood, P.E., Vice President

City of Henderson

By: _____ (SEAL) Attest: _____
James D. O'Geary, Mayor Esther J. McCrackin, City Clerk

Approved as to legal form.

D. Rix Edwards., City Attorney

City Council Action Form

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



Council Meeting: 12 Jan 15 Regular Meeting

29 December 2014

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

FR: Ed Wyatt, Interim City Manager

RE: CAF: 15-18

Consideration of Approval of Ordinance 15-08, FY 15 BA # 17 Authorizing the Appropriation of \$95,000 from the Engineering Contingency Line to the Engineering Construction Administration & Inspection line of the Water Reclamation Renovation Project.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

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

Recommendation:

Approval of Ordinance 15-08, FY 15 BA # 17 Authorizing the Appropriation of \$95,000 from the Engineering Contingency Line to the Engineering Construction Administration & Inspection line of the Water Reclamation Renovation Project.

Executive Summary

The construction at the Henderson Water Reclamation Facility has been ongoing since April 1, 2013 with an original duration time of 561 days. Several change orders have been approved for the project to accommodate changes requested by the City as well as unforeseen conditions. This has resulted in an additional 84 days resulting in a duration of 645 calendar days for substantial completion (Jan 6, 2015; Final Feb 5, 2015).

McGill Associates has utilized and been paid the original amount of \$500,000 set aside for the construction/administration/inspections services. The engineering contingency line item

CAF 15-18: 12 January 2015 Council Meeting

Page 1 of 5

originally had \$95,000 budgeted in it in case additional time needed. It is important to keep the inspections active on this project to insure that construction is taking place in accordance with the plans and specifications. There also remains approximately \$415,000 in the main contingency line item.

Attachments:

1. Ordinance 15-08

ORDINANCE 15-08

**FY 2014—2015 BUDGET AMENDMENT # 17
AN AMENDMENT TO THE CIP SEWER FUND
FOR ADDITIONAL ENGINEERING COSTS ASSOCIATED WITH THE
WATER RECLAMATION FACILITY RENOVATION PROJECT**

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 15-08			
FUNDS: 44: CIP SEWER		FY 14-15 Budget Amendment #17			
PROJECT: Water Reclamation Facility Renovation		Budget Amendment #11 to this Capital/Grant Project			
Project Budget Created on 11 Apr 11		Approved 11-Apr-11	Current Budget	Amendment	Revised
REVENUES					
State CWMTF Grant	44-847-458161	\$ -	\$ 600,000	\$ -	\$ 600,000
State Revolving Loan	44-847-458221	\$ -	\$ 16,115,000	\$ -	\$ 16,115,000
State RFL Grant	44-847-458222	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
Trans fr: 70 CR Utilities	44-847-461070	\$ -	\$ 779,110	\$ -	\$ 779,110
Trans fr: 71 CR Utilities	44-847-461071	\$ 70,000	\$ -	\$ -	\$ -
Trans fr: 79 Rate Stabilization	44-847-461079	\$ -	\$ 103,360	\$ -	\$ 103,360
		\$ -	\$ -	\$ -	\$ -
	Total	\$ 70,000	\$ 18,597,470	\$ -	\$ 18,597,470
					\$ 18,597,470
EXPENDITURES		Approved 11-Apr-11	Current Budget	Amendment	Revised
Phase 1					
Admin, Permitting and Legal Fees	44-847-461001	\$ -	\$ -	\$ -	\$ -
Legal/Administrative	44-847-510200	\$ 2,000	\$ 5,000	\$ -	\$ 5,000
Engineering Preliminary Engineering Report	44-847-510301	\$ 68,000	\$ 68,000	\$ -	\$ 68,000
Phase 2					
Preliminary Engineering	44-847-223002	\$ -	\$ -	\$ 3,467	\$ 3,467
Engineering Design	44-847-223003	\$ -	\$ 843,125	\$ 12,747	\$ 855,872
Engineering Permitting Administration	44-847-223004	\$ -	\$ 32,105	\$ -	\$ 32,105
Engineering Bidding & Award Phase	44-847-223005	\$ -	\$ 39,380	\$ -	\$ 39,380
Engineering Geotechnical	44-847-223006	\$ -	\$ 115,810	\$ -	\$ 115,810
Admin, Permitting and Legal Fees-design phase	44-847-461002	\$ -	\$ -	\$ -	\$ -
Phase 3					
Construction Admin & Inspection	44-847-223010	\$ -	\$ 500,000	\$ 78,786	\$ 578,786
Capital Outlay Reserve-not yet awarded	44-847-499099	\$ -	\$ -	\$ -	\$ -
Land Acquisition	44-847-507100	\$ -	\$ 27,000	\$ -	\$ 27,000
Construction Costs	44-847-510400	\$ -	\$ 15,710,379	\$ -	\$ 15,710,379
Contingencies & Other					
Closing Fee-grant and loan administration	44-847-670001	\$ -	\$ 367,300	\$ -	\$ 367,300
Transfer to Capital Reserve Utilities	44-847-561070	\$ -	\$ 379,110	\$ -	\$ 379,110
Contingency	44-847-999010	\$ -	\$ 415,261	\$ -	\$ 415,261
Engineering Contingency	44-847-999020	\$ -	\$ 95,000	\$ (95,000)	\$ -
	Total	\$ 70,000	\$ 18,597,470	\$ -	\$ 18,597,470
					\$ 18,597,470
	Variance			\$ -	
Reference:		Notes:			
14 Feb 11: CAF 11-38; Res 11-12; MB 42, p.		Authorized application for grant/loan			
11 Apr 11: CAF 11-70; Res 11-44, Ord 11-29; MB42, p.		Approved PER work and established project ordinance: \$70,000			
10 Oct 11: CAF 11-134; MB42, p.		Mini-Brooks discussion			
26 Oct 11: CAF 11-A-134; Res 11-103; MB42, p.		Approved Mini-Brooks exemption			
14 Nov 11: CAF 11-B-134; Res 11-111; Ord 11-62; MB42, p.		First budget amendment to Project Ordinance: \$1,033,900			
28 Nov 11: CAF 11-C-134, Ord 11-62, MB42, p.					
12 Dec 11: CAF 11-D-134, Ord 11-62, MB42, p.		Award of contract to McGill for engineering/design phase and establishing total project budget			
		Phase 1 was Preliminary Engineering & legal/admin: \$70,000			
		Phase 2 is design engineering, permitting, bidding and project contract award: \$1,044,610			
		Phase 3 is construction and is estimated at \$14,075,000			
25 June 12: CAF 12-75; Ord 12-42; BA# 53; MB42, p 492		Amend for decrease in estimated closing fees for grant and loan administration (23,190)			
26 Nov 12: CAF 12-115; Res 12-73; Ord 12-66; BA#12; MB42, p.		Notification of approval of CWMTF grant: \$600,000. Transfer funds previously transferred in from Capital Reserve Utilities back to that fund.			
14 Jan 13: CAF 13-12; Res 13-09; Ord 13-08; BA#22		To amend the project budget for changes in post-bid estimates. The transfer side of Fund 79 was part of BA#10; therefore that side of the transaction is not being duplicated here. The project originally called for a transfer in from CR Utilities (Fund 70). After notification of the \$600,000 CWMTF Grant was received, the project budget was amended to revert those funds back to CR Utilities (\$379,110). After all bids and costs were received, it has been determined that \$400,000 of those funds are needed to complete the funding of this project, with the remaining \$103,360 to come from the Rate Stabilization Fund			
24 June 13: CAF 13-74; Res 13-51; Ord 13-37; BA#40		To amend the project budget for changes in post-bid estimates. ECS Carolinas, LLP performed the subsurface exploration and geotechnical engineering work and it is being recommended by McGill Associates that they perform the Construction Materials Testing Services. The estimated cost to perform this work is \$115,810 and the current budget is \$100,000. The additional cost is being budgeted from the Contingency line item.			
23 Sept 13: CAF 13-12-A; Res 13-09-A; Ord 13-08-A; BA#13		To amend the project budget for changes or proposed modifications to the engineering contract being recommended by McGill Associates. These changes include adding alternate #5 to the original contract price. The cost of alternate #5 in the original bid was \$33,000 and the contractor has agreed to honor the same price at this time. In addition to the cost for alternate #5, other costs as outlined in the letter are for unsuitable soils, telescoping valve adjustments and door closures, bringing the total amount of the proposed change order to \$55,709. The additional cost is being budgeted from the Contingency line item.			
27 Jan 14: CAF 14-13; Res 14-07; Ord 14-08; BA#24		To amend the project budget for change order #2 to the construction contract with Devere Construction Company. These changes were brought before Council during the work session on January 13, 2014. The costs associated with this change order total \$24,205. These additional costs are being budgeted from the Contingency line item.			
24 Mar 14: CAF 14-06; Res 14-17; Ord 14-26; BA#30		To amend the project budget for change order #3 to the construction contract with Devere Construction Company. These changes are being brought before Council during the work session on March 24, 2014. The costs associated with this change order total \$85,468. These additional costs are being budgeted from the Contingency line item.			
12 May 14: CAF 14-59; Ord 14-30; BA#34		To amend the project budget for corrections to FY 2013 BA #22 and to appropriate an additional amount for Admin/Legal Fees. The budget for Engineering Design was incorrectly eliminated when preparing BA #22 - this will restore that budget line.			
11 June 14: CAF 14-06-A; Res 14-17-A; Ord 14-26-A; BA#37		To amend the project budget for change order #4 to the construction contract with Devere Construction Company. These changes are being brought before Council during the regular meeting on June 9, 2014. The costs associated with this change order total \$10,559. These additional costs are being budgeted from the Contingency line item.			
27 Oct 14: CAF 14-109; Res 14-79; Ord 14-49; BA#13		To amend the project budget for change order #5 to the construction contract with Devere Construction Company. These changes are being brought before Council during the regular meeting on October 27, 2014. The costs associated with this change order total \$22,826. These additional costs are being budgeted from the Contingency line item.			
12 Jan 15: CAF 15-18; Ord 15-08; BA#17		To amend the project budget to transfer \$78,786 of unspent Engineering Contingency funds to the Engineering Construction Admin & Inspection line item to cover additional costs incurred by McGill Associates as a result of additional time required for completion of the project at the HWRF. This additional time for completion was the result of several change orders approved for the project to accommodate changes requested by the City as well as unforeseen conditions. To transfer the remaining contingency funds to the correct line items to which they will be recorded.			
CG&L = Construction Grants & Loans from State of NC, DENR					

The foregoing Ordinance 15-08, upon motion of Council Member *** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was ***** on this the 12th day of January 2015: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

*Reference: Minute Book 43, p.**; CAF 15-18*

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 15-08 adopted by the Henderson, City Council in Regular Session on _____ 2015. This Ordinance is recorded in *Ordinance Book 9*, p.***.

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

Esther McCrackin
City Clerk
City of Henderson, North Carolina

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

Reviewed by: _____ Date: _____
Edward A. Wyatt, Interim City Manager

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Jan 15 Short Reg. Meeting

22 December 2014

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

FR: Edward A Wyatt, Interim City Manager

RE: CAF: 15-17

Consideration of Approval of Resolution 15-13, Providing for the Disposition of Two Jointly Held Properties by the City and County Identified as: 1) 149 Horner Street, Further Identified in Vance County Register of Deeds Book #1275, Page # 0997: Tax Parcel # 0003-08 003A; and 2) 839 Andrews Avenue and Further Identified in Vance County Register of Deeds Book #1279 Page #500: Tax Parcel #0079-03034 54 Feet Andrews Avenue & 0079-03008 -839 Andrews Avenue.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 15-13, Providing for the Disposition of Two Jointly Held Properties by the City and County Identified as: **1)** 149 Horner Street, Further Identified in Vance County Register of Deeds Book #1275, Page #0997: Tax Parcel # 0003-08 003A; and **2)** 839 Andrews Avenue and Further Identified in Vance County Register of Deeds Book #1279 Page #500: Tax Parcel #0079-03034 54 Feet Andrews Avenue & 0079-03008 -839 Andrews Avenue.

Executive Summary:

Vance County Tax Department received interest from a private buyer to bid on and purchase the property located at 149 Horner Street and 839 Andrews Avenue as well as a 54 ft. section on Andrews adjacent to 839 Andrews Avenue. The offer to purchase is for \$750 for the Horner Street property and \$750 for the combined two properties on Andrews. The property assessed tax value for 149 Horner Street is \$28,559. Prior to tax foreclosure the unpaid County taxes totaled \$1,911.07 and the unpaid City taxes totaled \$1,403.93 for a grand total of \$3,315.00.

The assessed tax value for the 54 Ft on Andrews Avenue is \$5,391 and the unpaid County Taxes prior to foreclosure totaled \$366.99 and the unpaid City Taxes totaled \$308.01 for a grand total of \$675.00.

The assessed tax value for 839 Andrews Avenue is \$35,920. The unpaid County taxes prior to foreclosure totaled \$2,963.12 and the unpaid City taxes totaled \$2,576.88 for a grand total of \$5,540.00.

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

Enclosure:

1. Resolution 15-13
2. Vance County Request

RESOLUTION 15-13

PROVIDING FOR THE DISPOSITION OF TWO JOINTLY HELD PROPERTIES BY THE CITY AND COUNTY IDENTIFIED AS 149 HORNER STREET, FURTHER IDENTIFIED IN VANCE COUNTY REGISTER OF DEEDS BOOK #1275, PAGE # 997: TAX PARCEL # 0003 08003A AND 839 ANDREWS AVENUE AND FURTHER IDENTIFIED IN VANCE COUNTY REGISTER OF DEEDS BOOK #1279 PAGE #500: TAX PARCEL #0079-03034 54 FEET ANDREWS AVENUE & 0079-03008 -839 ANDREWS AVENUE.

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in 2014, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses one Core Value as follows: CV 9: maintain a good working relationship with the County of Vance; *and*

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

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

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

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

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

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

3. The Mayor or his appointee is authorized to sign any such agreements and documentation as prepared and approved by the City Attorney to effect the transfer of said property to the County of Vance.

The foregoing Resolution 15-13, upon motion of Council Member**and second by Council Member ** and having been submitted to a roll call vote received the following votes and was APPROVED on this the ** day of -----2015: YES:. NO:. ABSTAIN: ABSENT:

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

1275
0997

BK 1275 PG 0997

FILED Feb 28, 2014 04:30 pm
BOOK 01275
PAGE 0997 THRU 0998
INSTRUMENT # 00711
RECORDING \$26.00
EXCISE TAX \$12.00

FILED
VANCE
COUNTY NC
CAROLYN R. PEGORA
REGISTER
OF DEEDS
SSB

Prepared by and return to: N. Kyle Hicks, a North Carolina Licensed Attorney,
P.O. Box 247, Oxford NC 27565

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

STATE OF NORTH CAROLINA

COUNTY OF VANCE

COMMISSIONER'S DEED

THIS DEED, made and entered into this the 28th day of February, 2014, by
and between N. KYLE HICKS, acting as Commissioner as hereinafter stated, Party
of the First Part, and the CITY OF HENDERSON (42.79%) and VANCE COUNTY
(57.21%), Parties of the Second Part, whose mailing address is 122 Young St.,
Suite E, Henderson NC 27536;

W I T N E S S E T H:

THAT WHEREAS, in that certain Tax Foreclosure Proceeding entitled "Vance
County and City of Henderson, Plaintiffs vs. Eric Jones and Spouse, if any, et
al, Defendants", File No. 13-CVD-586, in the office of the Clerk of Superior
Court of Vance County, brought and pending before the District Court of Vance
County, North Carolina, a Judgment was made by said Court appointing N. Kyle
Hicks as Commissioner to sell at public sale, subject to the confirmation of
the Court, hereinafter described lands; and,

WHEREAS, said N. Kyle Hicks, acting as Commissioner as aforesaid, after
due advertisement as required by law and said order of the Court, offered said
lands for sale at public auction at the Courthouse door on January 23, 2014,
when and where no bidders were present; and,

WHEREAS, said N. Kyle Hicks filed a Notice of Postponement of Sale,
postponing said sale until January 29, 2014; and,

WHEREAS, said N. Kyle Hicks offered the lands for sale on October 29,
2013, at which time the City of Henderson (42.79%) and Vance County (57.21%)
became the last and highest bidder, bidding the sum of \$5,600.00; and

WHEREAS, said N. Kyle Hicks reported said sale to the Court on January
29, 2014; and,

WHEREAS, the bid remained open for ten (10) days and no upset bids were
placed; and,

WHEREAS, on February 14, 2014, said Court entered an Order approving and
confirming said sale and directing said N. Kyle Hicks as Commissioner to make,
execute and deliver to said City of Henderson (42.79%) and Vance County
(57.21%) a good and sufficient deed for said lands upon the payment to him of
the said purchase price; and

{A0103051.DOC}

HOPPER, HICKS & WRENN, PLLC, 111 GILLIAM ST., OXFORD NC 27565

WHEREAS, said purchase price has been fully paid;

NOW, THEREFORE, said N. Kyle Hicks, acting as Commissioner as aforesaid, and under authority of said Order of Court and in consideration of the purchase price of \$5,600.00, has bargained and sold and by these presents, does hereby bargain, sell and convey unto the Parties of the Second Part, its successors and/or assigns, all of that certain tracts or parcels of land lying and being situate in Henderson Township, Vance County, North Carolina, and more particularly described as follows:

BEING that certain house and lot located at 149 Horner Street; said lot fronting 89 feet on Horner Street with a depth of 138 feet; the same being a part of that certain tract of land purchased by E.H. Goodrich from Sylvia L. Hoyle and husband which is shown in Book 601, at Page 277, Vance County Registry.

For further reference, see Deed of record in Book 631, Page 586, Vance County Registry.

(Parcel I.D. Number 0003 08003A; 149 Horner Street, Henderson, NC)

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging unto it, the said Parties of the Second Part, its successors and/or assigns, in as full and ample a manner as said N. Kyle Hicks, acting as Commissioner as aforesaid, is authorized and empowered to convey the same.

IN TESTIMONY WHEREOF, the said Party of the First Part, N. Kyle Hicks acting as Commissioner as aforesaid, has hereunto set his hand and seal, this the day and year first above written.


N. Kyle Hicks, Commissioner (SEAL)

STATE OF NORTH CAROLINA; COUNTY OF GRANVILLE

I, the undersigned Notary Public for the County of Granville and State of North Carolina, do hereby certify that N. Kyle Hicks, acting as Commissioner herein, personally known to me, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein. Witness my hand and notarial seal, this the 28th day of February, 2014.




Bridget A. Harris, Notary Public
My Commission Expires: 11/28/2015

NORTH CAROLINA

VANCE COUNTY

OFFER TO PURCHASE
COUNTY OWNED PROPERTY

Susan Silva, (hereafter referred to as "Buyer"),
hereby offers to purchase from Vance County, North Carolina (hereafter referred to as the
"Seller"), in accordance with the following terms and conditions, all that tract, lot or
parcel of land together with any improvements located thereon, in Vance County, North
Carolina, being known as and more particularly described as follows:
Vance County Register of Deeds Book 1275 Page 797:
Street Address: 149 HORNER ST Henderson, NC

1. **The Purchase Price:** The purchase price is \$ 750.00, plus the
cost of publication as required by NCGS 160A-269, and shall be paid as follows:

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

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

2. **Conditions.**

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

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

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

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

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

Date of Offer: 12-15-14, 2014.

Susan Silva
Buyer

Buyer

Acknowledgment of Receipt of Deposit:

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

Date: 12-16-14

Kelly H. Grisson
Title Clerk to Board

Acknowledgment of Receipt of Deposit from County Clerk

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

This the 22 day of December, 2014.

Jonathan S. Care
Jonathan S. Care, County Attorney

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

Vance County Board of County Commissioners

Chairman

1279
0500

BK 1279 PG 0500

FILED May 29, 2014 04:25 pm	FILED
BOOK 01279	VANCE
PAGE 0500 THRU 0502	COUNTY NC
INSTRUMENT # 01929	CAROLYN R. PECORA
RECORDING \$26.00	REGISTER
EXCISE TAX \$16.00	OF DEEDS
	KHC

Prepared by and return to: N. Kyle Hicks, a North Carolina Licensed Attorney,
P.O. Box 247, Oxford NC 27565

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

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF VANCE

THIS DEED, made and entered into this the 29th day of May, 2014, by and
between N. KYLE HICKS, acting as Commissioner as hereinafter stated, Party of
the First Part, and the CITY OF HENDERSON (42.79%) and VANCE COUNTY (57.21%),
Parties of the Second Part, whose mailing address is 122 Young St., Suite E,
Henderson NC 27536;

W I T N E S S E T H:

THAT WHEREAS, in that certain Tax Foreclosure Proceeding entitled "Vance
County and City of Henderson, Plaintiffs vs. James S. Merritt and Spouse, if
any, Defendants", File No. 13-CVD-807, in the office of the Clerk of Superior
Court of Vance County, brought and pending before the District Court of Vance
County, North Carolina, a Judgment was made by said Court appointing N. Kyle
Hicks as Commissioner to sell at public sale, subject to the confirmation of
the Court, hereinafter described lands; and,

WHEREAS, said N. Kyle Hicks, acting as Commissioner as aforesaid, after
due advertisement as required by law and said order of the Court, offered said
lands for sale at public auction at the Courthouse door on April 30, 2014,
when and where no bidders were present; and,

WHEREAS, said N. Kyle Hicks filed a Notice of Postponement of Sale,
postponing said sale until May 6, 2014; and,

WHEREAS, said N. Kyle Hicks offered the lands for sale on May 6, 2014, at
which time the City of Henderson (42.79%) and Vance County (57.21%) became the
last and highest bidder, bidding the sum of a) \$1,300.00 for Parcel #0079
03034 (54 ft. Andrews Ave., Henderson, NC) and b) \$6,100.00 for Parcel #0079
03008 (839 Andrews Ave., Henderson, NC); and,

WHEREAS, said N. Kyle Hicks reported said sale to the Court on May 6,
2014; and,

WHEREAS, the bid remained open for ten (10) days and no upset bids were
placed; and,

{A0105525.DOC}

HOPPER, HICKS & WRENN, PLLC, 111 GILLIAM ST., OXFORD NC 27565

WHEREAS, on May 21, 2014, said Court entered an Order approving and confirming said sale and directing said N. Kyle Hicks as Commissioner to make, execute and deliver to said City of Henderson (42.79%) and Vance County (57.21%) a good and sufficient deed for said lands upon the payment to him of the said purchase price; and

WHEREAS, said purchase price has been fully paid;

NOW, THEREFORE, said N. Kyle Hicks, acting as Commissioner as aforesaid, and under authority of said Order of Court and in consideration of the purchase price of a) \$1,300.00 for Parcel #0079 03034 (54 ft. Andrews Ave., Henderson, NC) and b) \$6,100.00 for Parcel #0079 03008 (839 Andrews Ave., Henderson, NC, has bargained and sold and by these presents, does hereby bargain, sell and convey unto the Parties of the Second Part, its successors and/or assigns, all of that certain tracts or parcels of land lying and being situate in the City of Henderson, Henderson Township, Vance County, North Carolina, and more particularly described as follows:

TRACT 1:

Begin at Sadie James' corner on a 10 foot alley in the Merritt property that connects Andrews Avenue with East Avenue, 198 feet Mary Lou Merritt's corner on East Avenue and run thence along the 10 foot alley towards Andrews Avenue 54 feet to the new line of the home lot; thence along the back line of the home lot in a northwesterly direction and parallel with Andrews Avenue 90 feet; thence in a northeasterly direction parallel with the 10 foot alley 54 feet to corner of lot of Sadie James; thence along the line of her lot towards the 10 foot alley 90 feet to the place of beginning. Being a lot 54 by 90 feet cut out of the Tom Merritt property.

See Deed Book 260 page 342, Vance County Registry.

For further reference see Deed Book 543, Page 283, Vance County Registry.

(Parcel I.D. Number 0079 03034; 54 ft. Andrews Ave., Henderson, NC)

TRACT 2:

Beginning at an iron pipe located on the eastern side of Andrews Avenue in the City of Henderson, North Carolina and said iron pipe being further located N. 15 deg. 17' 01" W. 167.56 ft. from the center line of Cherry Street and the centerline of Andrews Avenue; thence N. 25 deg. 07' 07" W. 47.01 ft. along the eastern side of Andrews Avenue to an iron pipe; thence N. 64 deg. 12' 53" E. 202.39 ft. along Shellie Davis property line (Deed Book 629, page 451) to an iron pipe; thence S. 25 deg. 21' 18" E. 47.09 ft. along Florence McGhee property line (Deed Book 479, page 573) to an iron pipe; thence S. 64 deg. 14' 16" W. 202.59 ft. along said Shellie P. Davis property line (Deed Book 629, page 451) to an iron pipe; and said iron pipe being the point and place of Beginning, and containing 0.22 acre, more or less, and known as 839 Andrews Avenue, Henderson, North Carolina, as shown on map of Bobbitt Surveying, P.A., RLS, entitled "Survey for Samuel Merritt" dated March 25, 1992.

For further reference in chain of title, see Last Will and Testament of Cora Hayes in the Office of the Vance County Clerk of Superior Court, (Deed Book 445, page 546) in the Office of Vance County Register of Deeds."

For further reference, see Deed of record in Book 690, Page 716, Vance County Registry.

(Parcel I.D. Number 0079 03008; 839 Andrews Ave., Henderson, NC)

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging unto it, the said Parties of the Second Part, its successors and/or assigns, in as full and ample a manner as said N. Kyle Hicks, acting as Commissioner as aforesaid, is authorized and empowered to convey the same.

IN TESTIMONY WHEREOF, the said Party of the First Part, N. Kyle Hicks acting as Commissioner as aforesaid, has hereunto set his hand and seal, this the day and year first above written.


N. Kyle Hicks, Commissioner (SEAL)

STATE OF NORTH CAROLINA; COUNTY OF GRANVILLE

I, the undersigned Notary Public for the County of Granville and State of North Carolina, do hereby certify that N. Kyle Hicks, acting as Commissioner herein, personally known to me, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein. Witness my hand and notarial seal, this the 29th day of May, 2014.




Bridget A. Harris, Notary Public
My Commission Expires: 11/28/2015

252-915-8394

NORTH CAROLINA

VANCE COUNTY

OFFER TO PURCHASE
COUNTY OWNED PROPERTY

Susan Silva, (hereafter referred to as "Buyer"), hereby offers to purchase from Vance County, North Carolina (hereafter referred to as the "Seller"), in accordance with the following terms and conditions, all that tract, lot or parcel of land together with any improvements located thereon, in Vance County, North Carolina, being known as and more particularly described as follows:
Vance County Register of Deeds Book 01279 Page 0500 :
Street Address: 839 Andrews Ave

1. **The Purchase Price:** The purchase price is \$ 750.00, plus the cost of publication as required by NCGS 160A-269, and shall be paid as follows:
 - a. \$ 750.00, (the greater of \$750 or 5% of the purchase price) in cash, cashier's check or certified funds as a deposit, with the delivery of this offer, to be held by the Vance County Attorney until the sale is closed at which time it will be credited to Buyer, or this agreement is otherwise terminated as herein provided.
 - b. \$ _____, plus the cost of publication, the balance of the purchase price, in cash, cashier's check or certified funds upon delivery of the Deed and the closing of this transaction.
2. **Conditions.**
 - a. Title will be delivered at closing by **Non-Warranty Deed**. Title to the property hereinabove described is subject to the following exceptions: liens, encumbrances, ad valorem taxes, assessments, zoning regulations, restrictive covenants, access, utility and or conservation easements, rights of others in possession, and other matters of record.
 - b. This offer is conditioned upon there being no proper upset bid submitted within a ten (10) day period after notice of Buyer's offer has been published in a local newspaper in accordance with N.C.G.S. § 106A-269, and final acceptance of this offer by the Board of Commissioners following the upset bid period.
 - c. Other Conditions: The buyer represents that all Ad Valorem Property Taxes owed by the buyer, or any business entity the buyer or the buyer's shareholders or members have an ownership interest in have been paid in full. The Board of County Commissioners reserves the right to reject all bids, including yours, in the resolution.

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

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

Date of Offer: December 8, 2014.

Susan Silva
Buyer

Buyer

Acknowledgment of Receipt of Deposit:

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

Date: 12-8-14

Kelly H. Grissom
Title Clerk to Board

Acknowledgment of Receipt of Deposit from County Clerk

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

This the 22 day of December, 2014.

Jonathan S. Care
Jonathan S. Care, County Attorney

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

Vance County Board of County Commissioners

Chairman

City Council Action Form

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



Council Meeting: 12 January 15 Reg Meeting

5 January 2015

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

FR: Ed Wyatt, Interim City Manager

RE: CAF: 15-19

Consideration of Approval of Resolution 15-14, Adopting a Corporate Resolution and Certificate of Incumbency for First Citizens Bank & Trust Company

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 15-14, Adopting a Corporate Resolution and Certificate of Incumbency for First Citizens Bank & Trust Company

Executive Summary:

Mr. Griffin was removed as signatory for the City of Henderson at the First Citizens Bank, effective the end of business on 31 October 2014, via Resolution 14-84 on 27 October 2014; however, at that time the City did not have the necessary documents that are required by First Citizens Bank & Trust Company.

Finance Director Brafford has since received the necessary document and now asks Council to officially approve The Certified Copy of the Corporate Resolution and Certificate of Incumbency as required by First Citizens Bank and Trust Company.

Attachments:

1. Resolution 15-14
2. Resolution 14-84

RESOLUTION 15-14

ADOPTING A CORPORATE RESOLUTION AND CERTIFICATE OF INCUMBENCY FOR FIRST CITIZENS BANK & TRUST COMPANY

WHEREAS, on 27 October 2014, as a result of his upcoming retirement effective 31 October 2014, Mr. Griffin was removed as a signatory with First Citizens Bank & Trust Company via Resolution 14-84; *and*

WHEREAS, First Citizens Bank & Trust Company, in order to update its records, has requested that the City adopt the attached Corporate Resolution and Certificate of Incumbency, being more fully articulated in *Attachment A* to this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY ADOPT the attached Corporate Resolution and Certificate of Incumbency for First-Citizens Bank & Trust Company.

The foregoing Resolution 15-14, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote received the following votes and was ***** on this the *** day of ***** 2015: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

Reference: Minute Book 43, pp. **, CAF 15-19*

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CERTIFIED COPY OF CORPORATE RESOLUTIONS
(For Deposit Accounts, Borrowing, and Other Relationships)
and
CERTIFICATE OF INCUMBENCY

CITY OF HENDERSON

[Legal name of corporation, professional corporation, or professional association]

The undersigned certifies to First-Citizens Bank & Trust Company ("Bank") that I am the duly elected Secretary, Assistant Secretary, or other officer of the above-named corporation (the "Corporation") with authority to maintain and authenticate records of the Corporation. I further certify to Bank that the Corporation is duly organized and existing under the laws of the State of NC and that the Corporation is in good standing.

CERTIFIED COPY OF CORPORATE RESOLUTIONS

I further certify that the following is a true copy of resolutions adopted by the Board of Directors of the Corporation either at a duly authorized and held meeting of the Board of Directors at which a quorum was present and proper notice given or by unanimous written consent, that such resolutions are in conformity with the charter and bylaws of the Corporation, that they have not been rescinded, revoked, amended, or modified in any respect, and that they remain in full force and effect as of the date of this certification.

RESOLVED:

DEPOSIT AND DEPOSIT-RELATED SERVICES RELATIONSHIP

1. **Designation of Bank as a Depository.** That Bank is designated a depository of the Corporation. Funds of the Corporation may be deposited in accounts maintained by Bank in the name of the Corporation. All such deposit accounts shall be subject to the rules of Bank as set forth in the First Citizens Bank Deposit Account Agreement, as amended from time to time. Bank is authorized:
 - a. To honor, receive or pay all checks, drafts, and all other instruments or orders for payment or withdrawal made on behalf of the Corporation and charge any deposit account with Bank, and to honor any authorization for the transfer of funds between different accounts, whether such orders are transmitted to Bank by telephone, computer, automated clearing house, wire transfer system or other means, for whatever purpose and to whomever payable, even though payment may create an overdraft, even though such items may be drawn or endorsed to the order of the signer for exchange or cashing or in payment of the individual obligation of such signer, or for deposit to such signer's personal account, or for any other use or disposition, when signed by an original or facsimile signature of, or otherwise initiated by, any ONE Authorized Signer, and Bank shall be not required under any obligation to inquire as to the circumstances of the issuance or use of any such item or to the application or disposition of such item or the proceeds.
 - b. To honor the endorsement of any ONE Authorized Signer on checks, drafts, notes or all other types of instruments payable or belonging to the Corporation, whether such endorsement be made manually, by endorsement stamp, or otherwise, and whether for deposit, for collection, or otherwise, and/or to receive cash or part cash for same, or to make "less cash" deposits by receiving cash for part or all of the amount of such instruments and depositing the balance, if any, when such instruments are signed, accepted, or otherwise endorsed, whether by stamp, manual, or facsimile signature, with the Corporation assuming full responsibility for any and all payments made by Bank in reliance upon the manual stamp or facsimile signature of an Authorized Signer and with the Corporation agreeing to indemnify and hold Bank harmless against any loss, cost, damage, or expense suffered or incurred by Bank arising out of the misuse or unlawful/unauthorized use by any person of such stamp or facsimile signature.
2. **Authorized Signers.** That for purposes of these resolutions, the term "Authorized Signer" refers individually to each of the officers and other agents of the Corporation listed with an "X" in the column headed "Authority / Deposit / Authorized Signers" in the Certificate of Incumbency which is incorporated herewith. If no such person is so designated, the term "Authorized Signer" shall refer individually to each person from time to time holding the office of Chairman, President, Vice-President or Treasurer of the Corporation. Each Authorized Signer is authorized:
 - a. To open and close any deposit account with Bank.
 - b. To transact all business with respect to any such account, including, but not limited to, writing checks, drafts, notes and all other orders for payment or transfer of funds and endorsing checks, drafts, notes and all other types of instruments payable or belonging to the Corporation.

14-830209 (3/12)

Page 1 of 3

TIN: [REDACTED]

- c. To authorize in any letter, form, signature card or notice other persons not listed in the Certificate of Incumbency with an "X" in the "Authority / Deposit / Authorized Signers" column as additional Authorized Signers who may execute a signature card on behalf of the Corporation and transact business on any such account.
3. **Additional Authority.** That each Authorized Signer is additionally authorized on behalf of the Corporation:
 - a. **Certificates of Deposit (CDs).** To purchase CDs, bonds and all other types of intangible personal property from Bank.
 - b. **ATM and Debit Cards.** To obtain from Bank and use an ATM or debit card to withdraw funds from any deposit account with Bank, and to designate other persons not so designated herein to use an ATM or debit card to withdraw funds from any of the Corporation's accounts.
 - c. **Night Depository Agreements.** To execute night depository agreements, designate from time to time the agents empowered to act on behalf of the Corporation in connection with night deposit transactions, and revoke such designations.
 - d. **Safe Deposit Boxes.** To enter into safe deposit box agreements, designate deputies and other agents empowered to have access to any safe deposit box, revoke such designations, and terminate safe deposit box agreements.
 - e. **Other Deposit-Related Products and Services.** To enter into an agreement for the use of any other deposit-related products or services offered by Bank, including, but not limited to, electronic funds transfer services (e.g., wire transfer services and online/electronic banking services), and initiate and conduct transactions pursuant to such agreements.

BORROWING AND OTHER CREDIT RELATIONSHIPS

1. **Authorized Representatives.** That for purposes of these resolutions, the term "Authorized Representative" shall refer to each of the officers and other agents of the Corporation listed with an "X" in the column headed "Authority / Borrowing / Authorized Representatives" in the Certificate of Incumbency. If no such person is so designated, the term "Authorized Representative" shall refer individually to each person from time to time holding the office of Chairman, President, or Vice-President of the Corporation. The term "Authorized Representative" shall also include such additional individuals named as being so authorized in any letter, form or notice signed by any Authorized Representative named in this document.
2. **General Borrowing Authority.** That each Authorized Representative is authorized to borrow or otherwise obtain credit from Bank from time to time in such sums and upon such terms and conditions as to repayment, rate of interest, and security therefore as he or she may determine, and to execute and deliver in the name and on behalf of the Corporation applications, notes, credit agreements and any and all other agreements, evidences of indebtedness with respect to all sums so borrowed or credit otherwise obtained, and to obligate the Corporation to repay Bank the indebtedness and obligations so incurred. Each Authorized Representative is additionally authorized to:
 - a. Pledge, mortgage or otherwise create security interests in any property held by or belonging to the Corporation.
 - b. Execute and deliver deeds of trust, mortgages, security deeds, security agreements, and all other security instruments whether of obligation or hypothecation which they may determine necessary or appropriate to secure sums borrowed or credit obtained by the Corporation.
3. **Authority with Respect to Specific Credit Relationships.** That each Authorized Representative is authorized:
 - a. **Credit Cards.** To obtain credit from Bank by the use of a MasterCard®/Visa® Card or other credit card (collectively, "Credit Card") issued by Bank, in such sums as may seem advisable to the Authorized Representative, and upon such terms as may be prescribed by Bank, to designate other persons to use a Credit Card in the name of and on behalf of the Corporation, and to execute applications and agreements of any type in connection with a Credit Card.
 - b. **Revolving Lines of Credit.** To obtain credit from Bank under one or more other revolving lines of credit (including, but not limited to, lines of credit providing overdraft protection for deposit accounts) offered or issued by Bank, in such sums as may seem advisable to the Authorized Representative and upon such terms as may be prescribed by Bank, to sign, or designate other persons to sign, checks or other items drawn on any checking account of the Corporation which may activate loans under such revolving lines of credit, to sign special (direct advance) checks or other instruments which activate loans under such revolving lines of credit and to execute applications and agreements of any type in connection with lines of credit.
 - c. **Letters of Credit.** To apply for and receive letters of credit and, from time to time, increase the amount, extend the date of expiration or amend the terms of any outstanding letters of credit.
4. **Payment of Proceeds.** That Bank is authorized and directed to pay the proceeds of any such loans, lines of credit or other borrowings or credit arrangements as directed by an Authorized Representative whether or not to the order of said person in his or her individual capacity, for deposit to his or her individual credit, or to be applied or deposited in any manner for his or

TIN: [REDACTED]

her individual credit, and Bank shall not be required to inquire as to the circumstances for the application or use of any such credit.

ADDITIONAL STATEMENTS

1. **Effectiveness.** The foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission has been received by Bank and that receipt of such notice shall not affect any action taken by Bank prior thereto.
2. **Previous Banking Resolutions.** Any and all previous banking resolutions relating to Bank that are in conflict with the foregoing resolutions are hereby superseded.
3. **Prior Transactions.** All prior transactions by any of the officers, employees, or other representatives of the Corporation, in its name and for its account or within the authority given by the foregoing resolutions if said authority had been in effect, are hereby approved and ratified.

CERTIFICATE OF INCUMBENCY

I hereby certify to Bank that the following are the names, titles and official signatures of the present officers of the Corporation, and the names and titles of other individuals who have been granted Deposit and/or Borrowing authority for the Corporation. Authority is indicated by the applicable boxes checked.

Title	Name	Signature	Authority	
			Deposit Authorized Signers	Borrowing Authorized Representatives
President			☐	☐
Vice President Asst. City Manager	Franklin W. Frazier		☒	☐
Vice President			☐	☐
Secretary			☐	☐
Asst. Secretary			☐	☐
Treasurer			☐	☐
Chief Exec. Officer (CEO)			☐	☐
Chief Fin. Officer (CFO) Finance Director	Katherine C. Brafford		☒	☐
Chairman			☐	☐
Other Titles (Please type or print)				
			☐	☐
			☐	☐
			☐	☐

IN WITNESS WHEREOF, I have hereunto subscribed my name to this Certified Copy of Corporate Resolutions and Certificate of Incumbency this _____ day of _____, 20____.

(Signature of officer making certification)

Name: **James D. O'Geary**

Title: **Mayor**

For Bank Use Only:

Name of Associate Submitting Document

Employee ID #

Br. #

Page 3 of 3

RESOLUTION 14-84

REMOVING CITY MANAGER A. RAY GRIFFIN, JR. AS DEPUTY CITY CLERK AND AS SIGNATORY FOR THE CITY OF HENDERSON

WHEREAS, the Henderson City Charter, Section 21, provides for the City Council to appoint the City Clerk; *and*

WHEREAS, on 25 October 2010 City Manager A. Ray Griffin, Jr. and Assistant City Manager Frank Frazier were appointed Deputy City Clerks via Resolution 10-109; *and*

WHEREAS, on 14 November 2011, City Manager A. Ray Griffin, Jr. and Assistant City Manager Frank Frazier were appointed as signatories for the City of Henderson at the First Citizens Bank via Resolution 11-109; *and*

WHEREAS, on 12 December 2011 Finance Director Kathy C. Brafford was added as a signatory with Mr. Griffin and Mr. Frazier remaining as alternates via Resolution 11-124; *and*

WHEREAS, due to the retirement of City Manager A. Ray Griffin, Jr., it is now appropriate and necessary to remove Mr. Griffin as Deputy Clerk and as a signatory with First Citizens Bank as well as relinquish the First Citizens Credit Card currently in Mr. Griffin's name and reissue in Finance Director Brafford's name.

NOW THEREFORE BE IT RESOLVED that the Henderson City Council does hereby approve removing retiring City Manager A. Ray Griffin, Jr., as Deputy Clerk and as a signatory for the City of Henderson at the First Citizens Bank and revise the First Citizens Card removing Mr. Griffin's name and adding Kathy Brafford as authorized user effective end of business on 31 October 2014

The foregoing Resolution 14-84 was heard on this the 27th day of October 2014 and upon a motion by Council Member *** and seconded by Council Member *** and **APPROVED** by the following vote: YES: . NO: None. ABSTAIN: None. ABSENT: None.

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved as to Legal Form:

D. Rix Edwards, City Attorney

(Reference: Minute Book 43 p***, CAF 14-115)

City Council Action Form

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



Council Meeting: 12 Jan 15 Regular Meeting

8 January 2015

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

FR: Ed Wyatt, Interim City Manager

RE: **CAF: 15-20**

Consideration of Approval of Resolution 15-15, Temporarily Suspending the Leaf Collection Fee Until January 31, 2015

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

CV 2: Citizen/Customer Friendly: We value our citizens and customers and will work with them in a courteous, professional manner.

Recommendation:

- Approval of Resolution 15-15, Temporarily Suspending the Leaf Collection Fee until January 31, 2015

Executive Summary

The City Council authorized on March 10, 2014, Ordinance 14-15, which allows assessment of a \$75.00 fee for loose leaf collection with the use of the leaf vacuum machines after January 15, 2015.

At this point, the City has collected over 1,432,661 lbs. of leaves. Due to the wet weather experienced in December, which impacted leaf collections, it may be in the best interest of citizens to extend the deadline date to January 31, 2015, allowing an extra two weeks for loose leaf pick up with the machines without imposing the \$75.00 fee. Citizens still will have the option of bagging the leaves in clear plastic bags until and after the January 31, which will be picked up by the City's yard debris collection crew.

The extension would cost approximately \$3,500.00 due to the utilization of the seasonal crews that help with this service. There are sufficient funds available to cover this cost.

Attachments:

1. Resolution 15-15
2. Ordinance 14-15

CAF 15-20: 12 January 2015 Council Meeting

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RESOLUTION 15-15

TEMPORARILY SUSPENDING THE LEAF COLLECTION FEE UNTIL 31 JANUARY 2015

WHEREAS, the Henderson, North Carolina (City) City Council (Council) identified eight Key Strategic Objectives (KSOs) and twelve Core Values (CVs) at its 2014 Strategic Planning Retreat; and

WHEREAS, one CV is addressed by this request: **CV 2: Citizen/Customer Friendly:** We value our citizens and customers and will work with them in a courteous, professional manner.

WHEREAS, Council approved on 10 March 2014 Ordinance 14-15, which permits assessment of a fee for loose leaf collection, using the leaf vacuum machines, after 15 January; and

WHEREAS, the City began leaf collection in October 2014 with approximately 1,432,661 pounds of leaves collected as of 31 December 2014; and

WHEREAS, due to inclement weather which impacted leaf collections, it may be in the best interest of citizens to extend the deadline to 31 January 2015 before assessment of the \$75.00 fee.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the suspension of the \$75.00 fee for loose leaf collection with the use of the leaf vacuum machines from 16 January to 31 January 2015.

The foregoing Resolution 15-15, upon motion of Council Member *** and second by Council Member ***, and having been submitted to a roll call vote received the following votes and was APPROVED on this the ** day of *** 2015: YES: . NO:. ABSTAIN: . ABSENT:

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix. Edwards, City Attorney

ORDINANCE 14-15

AMENDING THE ANNUAL FEE SCHEDULE FOR ADDITIONAL ROLL-OUT CARTS AS WELL AS ADDITIONAL WEEKLY TRASH PICK-UPS AND ESTABLISHING A FEE FOR LOOSE LEAF PICK UP AFTER THE ESTABLISHED DEADLINE

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

WHEREAS, after reviewing the sanitation rates indicated in the Schedule of Fees it was discovered the additional cart fee and the extra weekly trash pick-up fees have not been adjusted in accordance with the CPI increase received by Waste Industries per their contract; *and*

WHEREAS, there are approximately 200 additional carts for which Waste Industries charges the City; *and*

WHEREAS, the Staff is also recommending a fee for loose leaf pickup after the established deadline for those services; *and*

WHEREAS, the addition of this fee will establish fairness in providing this service for customers who choose not to bag or place the leaves in containers after the deadline.

NOW THEREFORE BE IT ORDAINED by the City Council of The City of Henderson, that it does hereby approve the amended Fee Schedule for FY 13-14 to reflect the correct additional cart and additional weekly trash pick-up fees prescribed by the contract with Waste Industries as well as an addition of a fee of \$75.00* for loose leaf pickup outside of the regularly scheduled pickup dates. The revised rates for FY 13-14 are as follows:

Sanitation Charge – Monthly

1 Pickup per week per dwelling (includes one 96 gallon roll-out).....	\$ 29.00
Additional 96 gallon roll-out container	\$ 4.22
2 Pickups per week per business.....	\$ 56.73
3 Pickups per week per business.....	\$ 85.10
4 Pickups per week per business.....	\$ 113.46
5 Pickups per week per business.....	\$ 141.83
*Loose Leaf Pick Up after deadline date Minimum.....	\$ 75.00

BE IT FURTHER ORDAINED by the City Council of the City of Henderson that all fees inconsistent with the above are hereby repealed.

AND BE IT FURTHER ORDAINED that the foregoing Ordinance shall be in full force and effect from and after 1 April 2014.

The foregoing Ordinance 14-15, upon motion of Council Member Inscoe and second by Council Member Kearney, and having been submitted to a roll call vote and received the following votes and was **APPROVED** on this the 10th day of March 2014: YES: Daeke, Simmons, Daye, Kearney, Coffey, Inscoe and Peace-Jenkins. NO: None. ABSTAIN: None. ABSENT: None.

D. Michael Rainey, Mayor Pro-Tem

ATTEST:

Esther J. McCrackin, City Clerk

Reference: Minute Book 43 p. 160; CAF 14-28

City Council Action Form

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



Agenda Item: _____

Council Meeting: 12 Jan 15 Reg. Meeting

15 December 2014

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

FR: Ed Wyatt, Interim City Manager

RE: CAF 15-10

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

Ladies and Gentlemen:

Recommendation:

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

Executive Summary

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

Column1	Column2	Column3	Column4
Nov 2014 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Real & Personal Property			
Releases			
Millennium Dev. Group	Taxes Lost to Foreclosure	2004	14.34
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2004	270.33
Millennium Dev. Group	Taxes Lost to Foreclosure	2005	113.10
Vainwright, Mary T, Heirs	Taxes Lost to Foreclosure	2005	170.83
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2005	17.35
Millennium Dev. Group	Taxes Lost to Foreclosure	2006	33.10
Vainwright, Mary T, Heirs	Taxes Lost to Foreclosure	2006	175.00
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2006	17.35
Millennium Dev. Group	Taxes Lost to Foreclosure	2007	33.10
Vainwright, Mary T, Heirs	Taxes Lost to Foreclosure	2007	33.77
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2007	17.35

Nov 2014 Tax Release & Refunds Continued

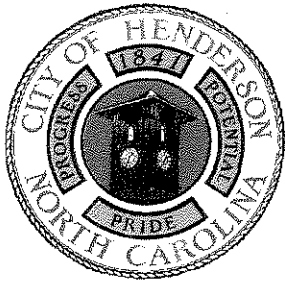
Millennium Dev. Group	Taxes Lost to Foreclosure	2008	55.88
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2008	14.63
Alliance Supercenter	Real Prop Billed in Error	2009	292.50
Millennium Dev. Group	Taxes Lost to Foreclosure	2009	57.86
Vainwright, Mary T, Heirs	Taxes Lost to Foreclosure	2009	382.47
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2009	15.15
Alliance Supercenter	Real Prop Billed in Error	2010	292.50
Millennium Dev. Group	Taxes Lost to Foreclosure	2010	57.86
Vainwright, Mary T, Heirs	Taxes Lost to Foreclosure	2010	32.47
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2010	15.15
Alliance Supercenter	Real Prop Billed in Error	2011	292.50
Millennium Dev. Group	Taxes Lost to Foreclosure	2011	57.85
Vainwright, Mary T, Heirs	Taxes Lost to Foreclosure	2011	32.44
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2011	15.12
Alliance Supercenter	Real Prop Billed in Error	2012	292.50
Millennium Dev. Group	Taxes Lost to Foreclosure	2012	57.85
Vainwright, Mary T, Heirs	Taxes Lost to Foreclosure	2012	32.44
Alliance Supercenter	Taxes Lost to Foreclosure	2013	310.00
Millennium Dev. Group	Taxes Lost to Foreclosure	2013	61.31
Vainwright, Mary T, Heirs	Taxes Lost to Foreclosure	2013	214.39
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2013	16.03
Alliance Supercenter	Real Prop Billed in Error	2014	310.00
CC Dickson	Pers. Prop Billed in Error	2014	1,803.75
Instinctive Healing	Correct Value	2014	5.58
Knight, Zella Shearin	Correct/ Grant Ex	2014	935.85
Millennium Dev. Group	Taxes Lost to Foreclosure	2014	61.31
Salon 31	Pers. Prop Billed in Error	2014	26.77
Vainwright, Mary T, Heirs	Taxes Lost to Foreclosure	2014	34.39
Vass, Charles A, Heirs	Taxes Lost to Foreclosure	2014	16.03
Warren-Vance Community Health	Correct/ Grant Ex	2014	64.36
Total R&P Property Releases	Nov R & P Releases		6,752.56
Real & Personal Property			
Refunds			
BB&T	Correct Value	2009	1,710.19
Ragland, Rosa F	Removed Senior Discount	2014	(155.00)
Total R & P Property Refunds			1,555.19
Total R&P Prop. Rel. & Ref.	Nov R & P Refunds		8,307.75
Vehicle Releases Nov 14			
Alston, Sean Antione Sr.	Correct Situs	2013	57.93
Mann, Tyra Felisa	Pro-Rate	2013	3.25
Total Vehicle Releases	Nov Vehicle Releases		61.18
Vehicle Refunds	No Nov Vehicle Refunds		
Total Vehicle Refunds			-
Tot. Veh. Rel. & Ref.	Nov Veh Releases & Ref.		61.18
Total All Releases & Refunds Nov 2014			8,368.93

Meetings and Events Calendar

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

Date	Time	Event	Location
Jan 13 th	3:00 PM	Henderson Community Appearance Commission	City Council Chambers
Jan 15 th	7:00 PM	Human Relations Commission	City Council Chambers
Jan 19th	CITY HALL CLOSED	<i>Martin Luther King, Jr. Birthday</i>	CITY HALL CLOSED
Jan 26 th	6:00 PM	City Council Short Reg. Meeting Work Session to Immediately Follow	City Council Chambers
Jan 28 th	6:00 PM	City Council Strategic Planning Retreat Dinner	Henderson Country Club
Jan 29 th	8:00 AM	City Council Strategic Planning Retreat	Perry Memorial Library Farm Bureau Room
Jan 30 th	10:00 AM	Henderson-Vance 911 Advisory Board Meeting	E-911 Operations Center
Feb 2 nd	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Feb 3 rd	3:30 PM	Henderson Zoning Advisory Board Meeting	City Council Chambers
Feb 9 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room
Feb 9 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Feb 12 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
Feb 19 th	7:00 PM	Human Relations Commission Meeting	City Council Chambers
Feb 23 rd	6:00 PM	City Council Short Reg. Meeting Work Session to Immediately Follow	City Council Chambers
Mar 2 nd	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Mar 3 rd	3:30 PM	Henderson Zoning Advisory Board Meeting	City Council Chambers
Mar 9 th	5:00 PM	Perry Memorial Library Advisory Board Meeting	Perry Memorial Library
Mar 9 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Mar 12 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
Mar 19 th	7:00 PM	Human Relations Commission Meeting	City Council Chambers
Mar 23 rd	6:00 PM	City Council Short Reg. Meeting Work Session to Immediately Follow	City Council Chambers
Mar 27 th	10:00 AM	Henderson-Vance 911 Advisory Board Meeting	E-911 Operations Center

Last Updated 9 January 2015



Henderson Fire Department

211 Dabney Drive
Henderson, North Carolina 27536

Phone: (252) 438-7315

Fax: (252) 438-1460

Daniel E. Wilkerson
Fire Chief

TO: ED WYATT, INTERIM CITY MANAGER

FROM: DANIEL E. WILKERSON, FIRE CHIEF

DATE: January 5, 2015

FIRE SUPPRESSION AND RESCUE ACTIVITY REPORT FOR: December 2014

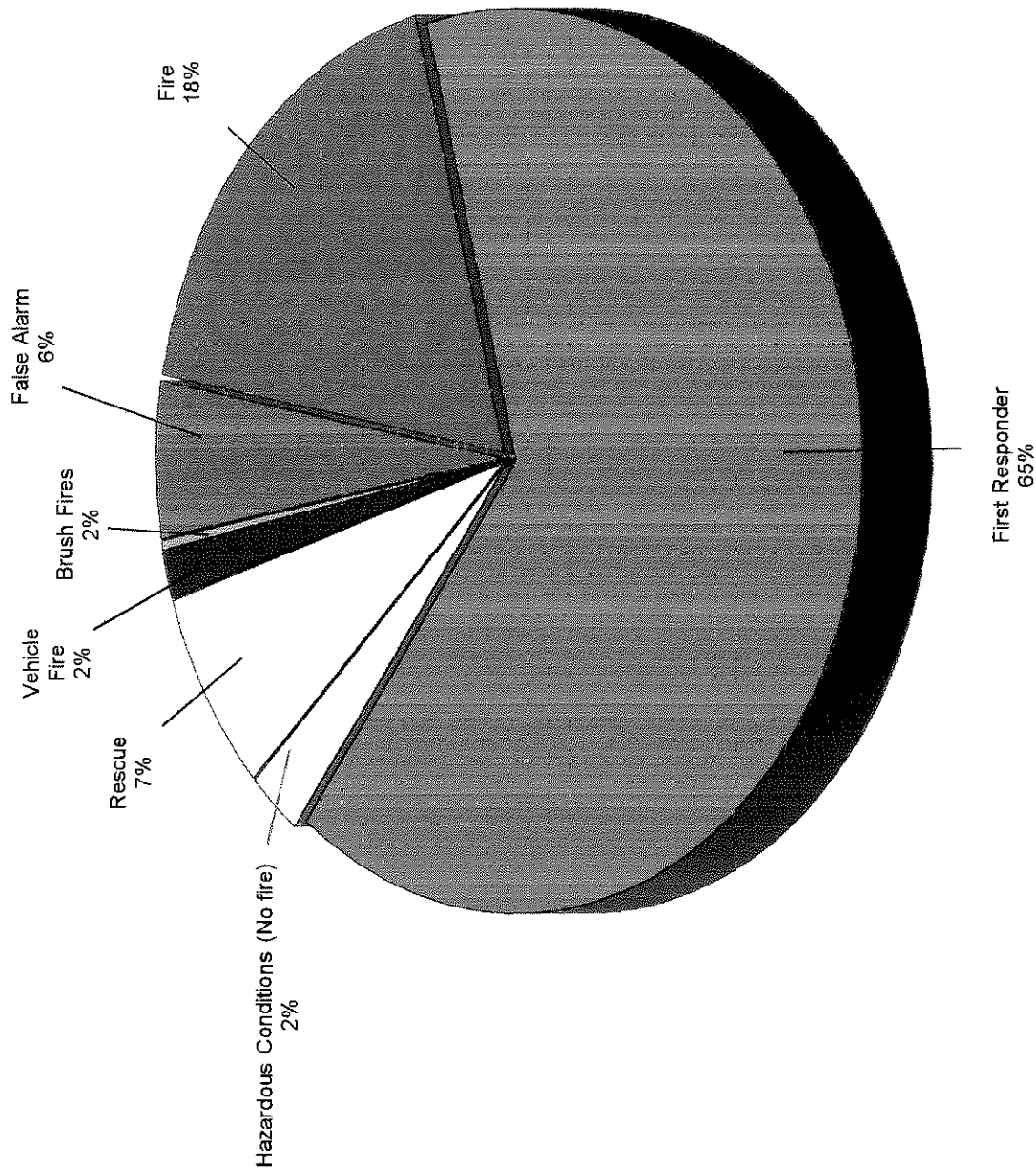
TYPE OF CALL	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
PRIVATE DWELLINGS (1 or 2 Family), Including Mobile Homes	27	28	251
APARTMENTS (3 or More Families)	4	2	26
HOTELS AND MOTELS	0	3	6
ALL OTHER RESIDENTIAL (Dormitories, Boarding Houses, Tents, etc.)	0	0	2
PUBLIC ASSEMBLY (Church, Restaurant, Clubs, etc.)	3	1	15
SCHOOLS AND COLLEGES	0	0	4
HEALTH CARE AND PENAL INSTITUTIONS (Hospitals, Nursing Homes, Prisons, etc.)	1	0	14
STORES AND OFFICES	2	4	29
INDUSTRY, UTILITY, DEFENSE, LABORATORIES, MANUFACTURING	0	0	8
STORAGE IN STRUCTURES (Barns, Vehicle storage Garages, General Storage, etc.)	1	0	8
OTHER STRUCTURES (Outbuildings, Bridges, etc.)	1	1	2
WORKING STRUCTURE FIRE	4	3	34
FIRES IN HIGHWAY VEHICLES (Autos, Trucks, Buses, etc.)	1	3	17
FIRES IN OTHER VEHICLES (Planes, Trains, Ships, Construction or Farm Vehicles)	0	0	1

FIRE OUTSIDE OF STRUCTURES WITH VALUE INVOLVED, BUT NOT VEHICLES (Outside Storage, Crops, Timber, etc.)	0	0	4
FIRES IN BRUSH, GRASS, WILD LAND (Excluding Crops and Timber) With No Value Involved	3	6	33
FIRES IN RUBBISH, INCLUDING DUMPSTERS (Outside structures), With No Value Involved	2	3	36
ALL OTHER FIRES	0	0	28
RESCUE	21	27	232
FIRST RESPONDER	185	159	1765
FALSE ALARM RESPONSES (Malicious or Unintentional False Calls, Malfunctions, Bomb Scares)	16	19	164
MUTUAL AID OR ASSISTANCE RESPONSES	4	6	42
HAZARDOUS MATERIALS RESPONSES (Spills, Leaks, etc.)	1	5	25
OTHER HAZARDOUS RESPONSES (Arcing wires, Bomb Removal, Power Line Down, etc.)	6	7	60
ALL OTHER RESPONSES (Smoke Scares, Lock-Outs, Animal Rescues, etc.)	5	4	47
TOTALS	287	281	3074

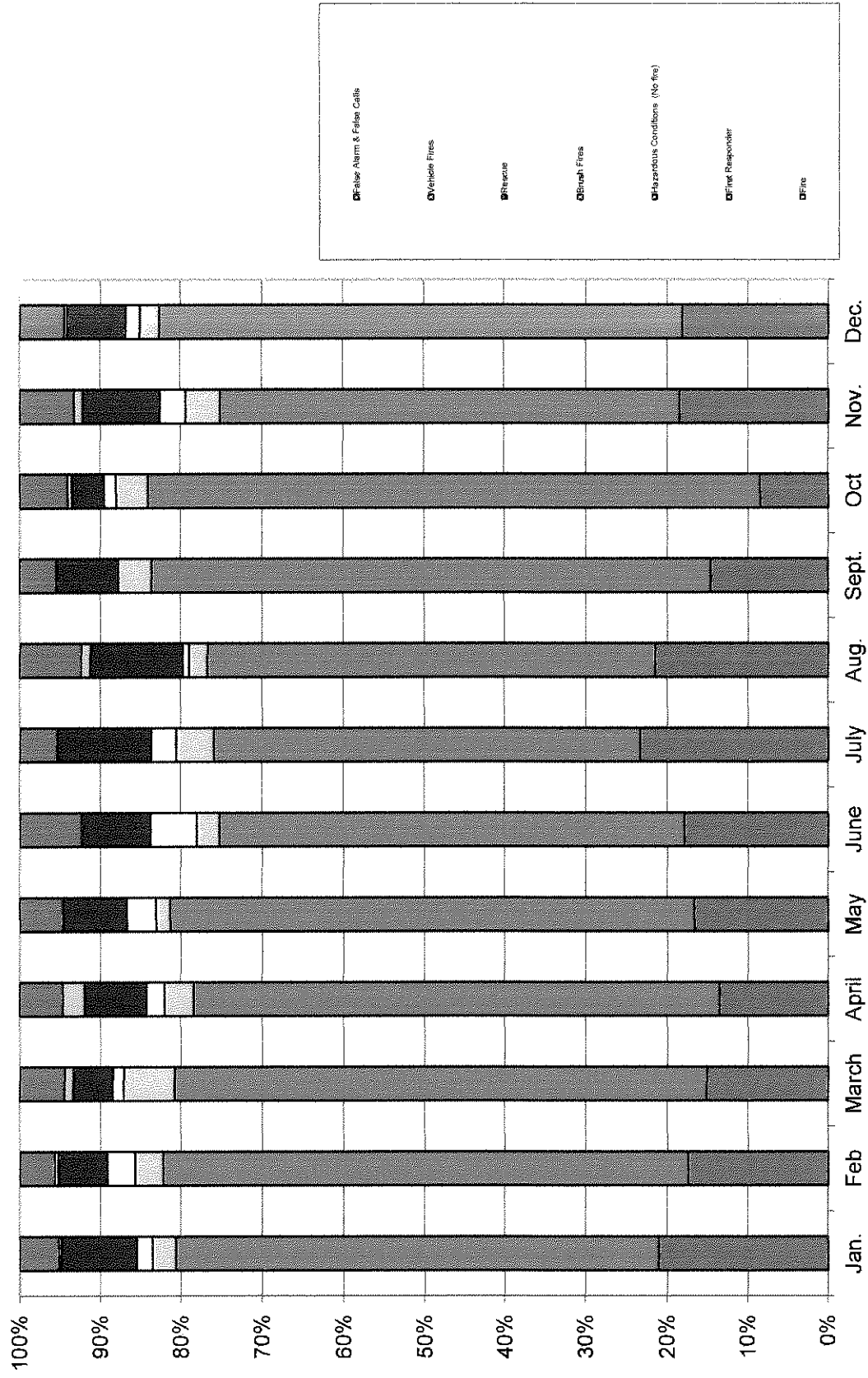
	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
Total Fire Incidents With Property and/or Contents Loss	7	10	75
Total of Property and Contents Value Saved	\$ 12,500.00	\$ 268,508.00	\$ 5,109,636.00

	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
FIRE CASUALTIES FIREFIGHTER-DEATH	0	0	0
FIRE CASUALTIES FIREFIGHTER - INJURIES	0	0	0
FIRE CASUALTIES CIVILIAN - DEATH	0	0	0
FIRE CASUALTIES CIVILIAN - INJURIES	0	0	0

Incident Summary For December



YEAR TO DATE SUMMARY BY MONTH FOR 2014



INSPECTION ACTIVITIES REPORT FOR: December, 2014

INSPECTIONS	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
ASSEMBLY	1	3	73
BUSINESS	2	10	195
EDUCATIONAL	0	0	0
HAZARDOUS	0	0	0
INDUSTRIAL	0	0	3
INSTITUTIONAL	0	1	31
MERCANTILE	0	5	60
RESIDENTIAL	0	1	48
STORAGE	0	0	14
DAY CARE	0	0	0
HOME CARE	0	0	0
FOSTER CARE	0	0	0
VACANT	0	0	2
TOTALS	3	20	426

	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
CODE VIOLATIONS	6	7	290
FOLLOW UP INSPECTIONS	1	4	97

FIRE PREVENTION ACTIVITY REPORT FOR YEAR OF: 2014

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
Service Calls to Residents	10	15	5	4	300	450	640	1,100	1,300	3,010	30	5	6,869
Home Inspections / Door Hanger Follow Ups	2	4	0	0	6	15	10	10	30	47	2	0	126
Smoke Alarms Installed	5	6	2	2	9	20	15	21	25	15	10	2	168
Batteries Installed in Smoke Alarms	5	9	3	2	15	30	20	30	50	42	20	5	231
Fire Extinguisher Classes	2	0	3	4	3	1	2	1	3	4	2	0	25
School / Daycare Presentations	0	3	1	3	2	1	0	1	4	6	3	1	25
Community / Civic Group Presentations	1	3	1	0	4	0	1	2	3	5	2	1	23
Station Tours	2	1	3	1	0	2	1	0	2	3	6	2	23
Total Participants in Fire & Life Safety Programs	500	600	300	450	1,000	1800	1000	2000	2,400	4,000	1,500	500	16,050
Community / Business Displays	0	1	2	1	4	3	1	2	1	1	0	0	16
Child Safety Seat Clinics	0	0	1	1	1	1	0	0	0	0	0	0	4
Child Safety Seats Inspected	1	4	3	5	3	6	3	5	8	3	9	3	53
Child Safety Seats Distributed	0	0	0	0	0	0	0	0	0	0	0	0	0
Shift Coverage Hours	8	8	0	16	16	32	8	32	8	0	8	8	136
Fire Inspections	15	47	43	23	18	16	40	25	8	8	6	0	249

MONTHLY CITATION REPORT FOR THE MONTH OF: DECEMBER 2014

LOCATION	CURRENT MONTH FIRE LANE	CURRENT MONTH HANDICAPPED	LAST MONTH FIRE LANE	LAST MONTH HANDICAPPED	YEAR TO DATE
Cardinal Plaza					0
Compare Foods					0
Crossroads Shopping Center					0
Dabney Shopping Center					0
Dabney West Mall					0
Golden Corral					0
Guardian Care					0
Henderson Mall					0
Henderson Square					0
Lowe's	0	0	0	0	2
Maria Parham Hospital					0
Market Place					0
Northside Plaza					0
Oak St					0
Rose's Norlina Rd					0
Staples					0
Vance County Courthouse					0
Vance Medical Arts Bldg					0
Vance Square					0
Village Square					0
Wal Mart	0	0	0	0	3
Walgreens					0
TOTALS	0	0	0	0	5

TRAINING DIVISION PRODUCTIVITY - DECEMBER 2014

Henderson Fire Department

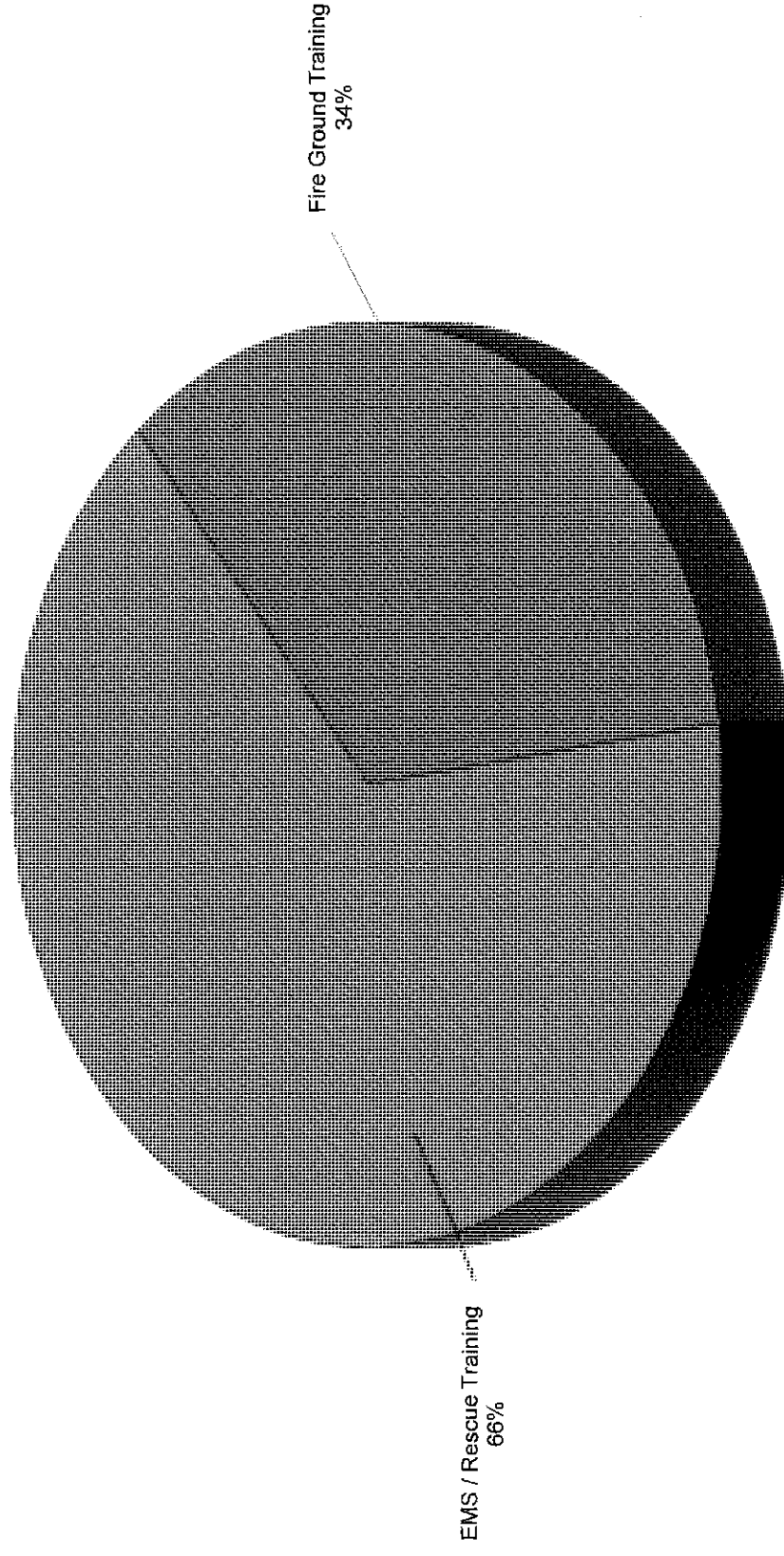
Types of Courses Taught	Course Hours Taught	Man-hours of Training
Fire Ground Training	104.5	659.5
EMS / Rescue Training	203	203
Special Training	0	0

Totals	307.5	862.5
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	Course Hours Taught	Man-hours of Training
PREVIOUS MONTH TOTAL	157	1018.5

YEAR - TO - DATE TOTAL	2,349.75	12,804
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Training Hours by Category - December 2014



Fire Department Regulatory Compliance

The Fire Department has met all regulatory compliance items for the month of
December 2014