



AGENDA

Henderson City Council Short Regular Meeting
Monday 23 March 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) 9 March 2015 Regular Meeting and Work Session [See Notebook Tab 1]

VII. PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

VIII. NEW BUSINESS

a) Consideration of Approval of Ordinance 15-21, FY15 Budget Amendment #24, Amending the General Fund to Budget the Reimbursement to the City by Vance County Tourism for Staff Overtime Expense While Working the Show, Shine, Shag & Dine Event. (CAF 15-48) [See Notebook Tab 2]

- Resolution 15-21

b) Consideration of Approval of Resolution 15-28 Directing the Clerk for the City of Henderson, North Carolina (City) to Investigate the Sufficiency of an Annexation Petition for Carey Chapel Village. (CAF 15-46) [See Notebook Tab 3]

- Resolution 15-28

c) Consideration of Approval of Ordinance 15-20, FY15 Budget Amendment #23, to Amend the General Fund to Budget the Proceeds of an Insurance Reimbursement to Offset the Cost of Replacing Existing Stoplights with LED Lights. (CAF 15-45) [See Notebook Tab 4]

- Ordinance 15-20

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.

- d) Consideration of Approval of Resolution 15-31, Supporting the Kerr Lake Regional Water System Proposed Interbasin Transfer Petition. (CAF 15-50) [See Notebook Tab 5]
 - Resolution 15-31
- e) Consideration of Approval of Resolution 15-32, Approving FY15-16 Budget Review Calendar and Scheduling of Special Council Budget Work Sessions. (CAF 15-52) [See Notebook Tab 6]
 - Resolution 15-32
- f) Consideration of Approval of Resolution 15-29, Providing for the Disposition of Several Jointly Held Properties by the City and County Otherwise Identified as 742 Hillside Avenue, Parcel ID #0092 02012; 744 Hillside Avenue, Parcel ID #0092 02017, and 747 Hillside Avenue, Parcel ID # 0092 01023. (CAF 15-47) [See Notebook Tab 7]
 - Resolution 15-29
- g) Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of February 2015. (CAF 15-51) [See Notebook Tab 8]
- h) Financial Report – 1st Six Months FY 2015. (CM 15-04) [See Notebook Tab 9]

IX. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

⁴ Citizen Comment Guidelines for Non-Agenda Items

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

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

X. REPORTS

- a)* Mayor/Mayor Pro-Tem
- b)* City Manager
- c)* City Attorney
- d)* City Clerk
 - i. Meeting and Events Calendar *[See Notebook Tab 10]*
 - ii. Fire Department Monthly Report

XI. ADJOURNMENT

(Clerk's Note: There are no Work Session Items for Consideration)

City Council Minutes - DRAFT

Regular Meeting and Work Session

9 March 2015

PRESENT

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

ABSENT

Council Member George M. Daye

STAFF PRESENT

Interim City Manager Edward A. Wyatt, City Attorney D. Rix Edwards, City Clerk Esther J. McCrackin, Assistant City Manager Frank Frazier, Finance Director Kathy Brafford, Assistant Finance Director Michelle Daniels, Public Services Director Mike Ross, Engineering Director Clark Thomas, GIS Technician Sara Peterson, CADD Technician Lee Owens, Recreation and Parks Director Kendrick Vann, and Development Services Director Corey Williams,

CALL TO ORDER

The 9 March 2015 Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

OPENING COMMENTS

Mayor O'Geary expressed his pleasure to see so many staff present, along with individuals from the community.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. Council Member Inscoe moved to accept the Agenda as presented. 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 23 February Short Regular and Work Session minutes as presented. Motion seconded by Council Member Kearney, and unanimously approved.

PUBLIC COMMENT PERIOD ON AGENDA ITEMS

The City Clerk advised the Mayor and Council Members that no citizen wished to address Council at this time.

NEW BUSINESS

Authorizing Change Order #3 for an Additional Area of Water Main and Services Replacement to the 2" Water Main and Services Replacement Project Subject to Approval from DWSRF and Availability of Remaining Funds. (Reference: CAF 15-38; Resolution 15-23)

Interim City Manager Wyatt explained funds remain after the completion of the 2" Watermain and Services project. Staff has received approval from the North Carolina Department of Environment and Natural Resources (NCDENR) to replace the 6" asbestos cement water line under Beckford Drive from Parrish Mill Road to Andrews Avenue. It is the recommendation of staff that HG Reynolds Company, Inc., which was awarded the 2" Watermain and Services project contract be allowed to perform the work on Beckford Drive.

Assistant City Manager Frazier added the City will have a complete loop with a new main once this work is completed.

Council Member Kearney verified the work will be performed on the shoulder of the north side of Beckford Drive. Mr. Frazier responded that is correct.

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

Council Member Coffey moved the approval of Resolution 15-23, *Authorizing Change Order #3 for an Additional Area of Water Main and Services Replacement to the 2" Water Main and Services Replacement Project Subject to Approval from DWSRF and Availability of Remaining Funds*. Motion seconded by Council Member Peace-Jenkins, and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Simmons. NO: None. ABSTAIN: None. ABSENT: Daye. (See Resolution Book 4, p 187)

Authorizing the Mayor and Interim City Manager to Sign the State Archives Records Retention Schedule Amendment. *(Reference: CAF 15-37; Resolution 15-22)*

Interim City Manager Wyatt said the State of North Carolina has set requirements for retaining records. The amendment includes two items: Standard 9, Item 136, *Law Enforcement Audio and Video Recordings* and Standard 12; Item 19, *Employee Eligibility Records*. Mr. Wyatt said this is a housekeeping matter to remain in compliance with the Records Retention Schedule.

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

Council Member Daeke moved the approval of Resolution 15-22, *Authorizing the Mayor and Interim City Manager to Sign the State Archives Records Retention Schedule Amendment*. Motion seconded by Council Member Peace-Jenkins, and APPROVED by the following vote: YES: Coffey, Inscoc, Rainey, Peace-Jenkins, Daeke, Simmons and Kearney. NO: None. ABSTAIN: None. ABSENT: Daye. *(See Resolution Book 4, p 185)*

Directing the Clerk for the City of Henderson, North Carolina to Investigate the Sufficiency of an Annexation Petition. *(Reference: CAF 15-09; Resolution 15-08)*

Interim City Manager Wyatt said he is pleased the Dialysis Center on Toyota Lane has submitted a petition for annexation. The investigation of sufficiency is the first step in the process and it was the consensus of Council to bring this item from the Work Session for approval this evening.

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

Council Member Peace-Jenkins moved the approval of Resolution 15-08, *Directing the Clerk for the City of Henderson, North Carolina to Investigate the Sufficiency of an Annexation Petition*. Motion seconded by Council Member Coffey, and APPROVED by the following vote: YES: Inscoc, Rainey, Peace-Jenkins, Simmons, Kearney, and Coffey. NO: None. ABSTAIN: None. ABSENT: Daye. *(See Resolution Book 4, p 159)*

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

City Clerk McCrackin advised no citizens wished to address Council at this time.

REPORTS

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

b) Interim City Manager – Mr. Wyatt asked the Assistant City Manager to present some good news.

Mr. Frazier said he and several staff recently met with State staff regarding the Chavasse Avenue project and on Friday the City received approval to proceed with the bidding process. He also said the attorney is working on the Beckford Drive project and it is expected this project will go out for bids in the near future.

c) City Attorney (No Report)

d) City Clerk – Ms. McCrackin reminded Council of the Chamber Banquet which was rescheduled from January; the Public Hearing regarding the IBT upgrade and the Service Awards banquet. She also said a commercial will be filmed on March 19 at the Burger King on U.S.1 and that Henderson will have a police presence during the filming for safety concerns.

Mayor O'Geary asked if Council wished to discuss anything prior to going into the Work Session. There were no further issues to discuss.

WORK SESSION

Work Order/Asset Management System. (CM 15-03)

Interim City Manager Wyatt said this item is to acquaint Council with this system and how the City would effectively use the system. He asked Assistant City Manager Frazier to begin the presentation. Mr. Frazier explained the current system, which is all manual and how a software system would help keep necessary data current. He then turned the presentation over to Engineering Director Clark Thomas.

Mr. Thomas reviewed the current process in detail and then explained how software would expedite the process to complete work orders and the added value would be a system that helps determine CIP projects. Mr. Thomas explained staff talked with many other municipalities and reviewed the pros and cons of about 15 software programs which were narrowed down to three possibilities. Overall, staff feels Cartagraph would serve the City best. Mr. Thomas, with the assistance of GIS Technician, Sara Peterson, then showed a brief video from Cartagraph and concluded his presentation with the cost estimate to implement and maintain the software. A portion of the cost will be funds remaining from the Julia Avenue project. He ended by asking Council for questions.

Council Member Inscoe started by saying he is not against progress and efficiency but wondered why the two forms presently being used cannot be combined; how the cost would be allocated; why the staff and supervisor cannot communicate via email with the necessary maps relating to work orders and felt it would be best to review this along with the budget. Mr. Thomas said the software program would allow for quick updating of the GIS map and would also provide current information so Police/Fire/911 staff could be aware of streets/situations to avoid. He said the program would also assist in determining priorities for future needed work areas.

Council Member Kearney asked how much the program would save and how the software costs breakdown by household. Mr. Thomas said the benefits of the program are not necessarily financial but more efficiency related. There was a brief discussion about the \$30,000 from the Julia Avenue project and how that money might be put to better use once the budget is reviewed. Mr. Kearney also wondered what the program would do overall for customer service and saw it as a tool to better control costs such as gasoline usage, vehicle repair, etc.

Council Member Daeke had questions about the hardware costs and if any upgrades will be required. Mr. Frazier said most of the laptops are fairly new and it did not seem like any upgrades would be needed at present.

Council Member Coffey asked why the program costs increase in the third year. Mr. Thomas explained the increase as upkeep to an existing system.

Overall, Council saw the value of the program and thanked Mr. Thomas and his staff for the presentation.

Mayor O'Geary asked Council if they would like to consider this further during the budget process. The consensus was as follows: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke and Simmons. NO: None. ABSTAIN: None. ABSENT: Daye.

Green Rural Development Co-Op. (M/CC-51)

Interim City Manager Wyatt said he is excited about the possibilities that come with this proposal. He shared a letter from the Green Rural Redevelopment Co-Op, along with a business plan and a list of city/county foreclosed properties as of February 23, 2015. Mr. Wyatt feels the use of various lots for growing vegetables throughout the City is a wonderful way to alleviate blighted vacant lots. He then invited Mrs. Ardis Crews to come forward. Mrs. Crews and Mary Wilson presented the plan and stress the idea of eradicating food deserts within the City. They see this as a way of reaching out to neighborhoods that do not have access to the Farmer's Market or other fresh food sources. Their plan is to educate people in business and to not only partner with resources such as the USDA, North Carolina State University, Carolina Farm Steward Association and Vance-Granville Community College but to provide healthy nutritional options to the neighborhoods. Because of his background, Mr. Wyatt has asked Council Member Kearney to assist the Green Rural Redevelopment Co-Op as they move forward.

Then Mr. Henry Crews came forward and shared there is a time constraint in obtaining grant funds and asked Council to consider approving a letter of commitment from the Mayor.

Council Member Inscoe asked if this has been presented to the County. Mr. Crews responded not at this time.

Council Member Rainey asked about the size of greenhouses on vacant lots. Development Services Director Williams said a special permit is needed. Mr. Rainey also asked who will monitor this project. Mrs. Crews responded it will be the Green Rural Redevelopment Co-Op responsibility to begin with until others are properly educated. She said veggies raised on these lots can be sold to restaurants, schools and at farmers markets. Council Member Inscoe asked about USDA inspections if the veggies are sold.

Council Member Daeke said he supports this concept and asked about watering issues. Mrs. Crews said it is hoped that neighbors will share water and in some instances, water may already be available on the lot. She also said rain barrels will be provided.

Council Member Simmons shared this concept is currently being used in Warren County with excellent results. It is her understanding that the University of North Carolina provides stipends for youth to work the gardens in the summertime which allows for involvement and learning.

In summary Mr. Wyatt said specifics will need to be worked out but overall it seems Council would like to see this program implemented.

Council Member Kearney proposed Council authorize a letter of support from the Mayor be written for Mr. Crews to present to the County and to also use with his grant application. He also said if the program does not work out as proposed, the lots will revert back to the City and County.

The consensus of Council for the Mayor to write a letter of support was as follows: YES: Kearney, Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, and Simmons. NO: None. ABSTAIN: None. ABSENT: Daye.

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

ADJOURNMENT

Council Member Coffey moved for adjournment. Motion seconded by Council Member Rainey, and unanimously approved. The meeting adjourned at 7:42 p.m.

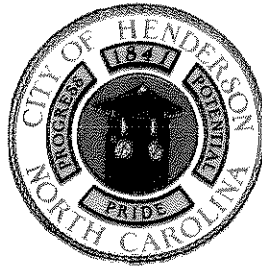
James D. O'Geary
Mayor

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: 23 Mar 15 Short Reg. Meeting

13 March 2015

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

FR: Ed Wyatt, Interim City Manager

RE: CAF: 15-48

Consideration of Approval of Ordinance 15-21, FY 15 Budget Amendment #24, Amending the General Fund to Budget the Reimbursement to the City by Vance County Tourism for Staff Overtime Expense While Working the Show, Shine, Shag & Dine Event

Ladies and Gentlemen:

Recommendation:

- Approval of Ordinance 15-21 FY 15, Budget Amendment #24, Amending the General Fund to Budget the Reimbursement to the City by Vance County Tourism for Staff Overtime Expense While Working the Show, Shine, Shag & Dine Event.

Executive Summary

On November 4, 2014 the City received a reimbursement from Vance County Tourism for the overtime expenses incurred by the Police Department staff during the annual Show, Shine, Shag & Dine event. On February 9, 2015, the City received a reimbursement from Vance County Tourism for the overtime expenses incurred by the Street Department staff during that same event. As per standard procedure, these funds were deposited into the General Fund Miscellaneous Revenue Account (10-100-455010).

FY 15 Budget Amendment #24 serves to appropriate the money to the Police Department Overtime Account (10-510-500800) in the amount of \$2,300 and the Street Department Overtime Account (10-510-500800) in the amount of \$200 for the purpose of helping offset the overtime salaries paid to employees in these two departments.

Attachments

1. Ordinance 15-21

ORDINANCE 15-21

CAF 15-48
Attachment #1

FY 2014—2015 Budget Amendment # 24 AMENDING THE GENERAL FUND TO BUDGET THE REIMBURSEMENT TO THE CITY BY VANCE COUNTY TOURISM FOR STAFF OVERTIME EXPENSE WHILE WORKING THE SHOW, SHINE, SHAG & DINE EVENT

WHEREAS, the City Council of the City of Henderson on 11 June 2014 adopted the FY14-15 Annual Operating Budget; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating 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:

Fund: 10: General			Ordinance 15-21 FY 14-15 Budget Amendment #24			
REVENUES			Approved 1-Jul-14	Current Budget	Amendment	Revised
Department	Line Item	Code				
	Miscellaneous Revenue	10-100-455010	\$ 8,600	\$ 5,000	\$ 2,500	\$ 7,500
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		Total	\$ 8,600	\$ 5,000	\$ 2,500	\$ 7,500
						\$ 7,500
EXPENDITURES			Approved 1-Jul-14	Current Budget	Amendment	Revised
Department	Line Item	Code				
Police	Overtime	10-510-500800	\$ 9,900	\$ 9,900	\$ 2,300	\$ 12,200
Street	Overtime	10-570-500800	\$ 6,000	\$ 9,000	\$ 200	\$ 9,200
			\$ -	\$ -	\$ -	\$ -
		Total	\$ 15,900	\$ 18,900	\$ 2,500	\$ 21,400
						\$ 21,400
		<i>variance</i>			\$ -	
Reference:			Notes:			
CAF 15-48; Ord 15-21; BA #24 Council Meeting: March 23, 2015			This amendment serves to increase the overtime budget in both the Police Department and the Street Department for overtime expense incurred by staff working the Show, Shine, Shag & Dine event sponsored by the Vance County Tourism on October 18, 2014. The City was reimbursed by Vance County Tourism for this expense.			

The foregoing Ordinance 15-21, 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 23rd day of March 2015: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

*Reference: Minute Book **, p. **; CAF 15-48*

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 15-21 adopted by the Henderson, City Council in Regular Session on _____ 2015. This Ordinance is recorded in *Ordinance Book 8*, p.***.

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

Esther McCrackin
City Clerk
City of Henderson, North Carolina

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

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

City Council Action Form

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



Council Meeting: 23 Mar 15 Short Reg Mtg.

12 March 2015

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

FR: Ed Wyatt, Interim City Manager

RE: CAF: 15-46

Consideration of Approval of Resolution 15-28, Directing the Clerk for the City of Henderson, North Carolina (City) to Investigate the Sufficiency of an Annexation Petition for Carey Chapel Village

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- **Key Strategic Objective 3:** Enhance Economic Development - AP: 3-7- Develop Annexation Plan

Recommendation:

- Approval of Resolution 15-28, Directing the Clerk for the City of Henderson, North Carolina (City) to Investigate the Sufficiency of an Annexation Petition for Carey Chapel Village

Executive Summary:

Staff has received a petition for voluntary annexation from W. Dennis Tharrington for a parcel of land to be developed in conjunction with the Carey Chapel Village development. The parcel is contiguous with the property which was developed for the Carey Chapel Crossings Subdivision and is shown on the attached map as Exhibit "A."

This action is one of several steps that will be taken during this annexation process.

Attachments:

1. Resolution 15-28

RESOLUTION 15-28

DIRECTING THE CLERK TO INVESTIGATE AN ANNEXATION PETITION RECEIVED UNDER N.C.G.S. § 160A-31 FOR CAREY CHAPEL VILLAGE

WHEREAS, the City Council (Council) conducted its Annual Planning Retreat in 2015 and identified eight Key Strategic Objectives (KSOs) and Goals; *and*

WHEREAS, this Resolution addresses KSO-3: Enhanced Economic Development; *and*

WHEREAS, a petition requesting annexation, which is attached, was received by the Council on 6 March 2015; *and*

WHEREAS, North Carolina General Statute §160A-31 requires the City Clerk to investigate the sufficiency of the petition and certify the results of her investigation

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL that the City Clerk is directed to investigate the sufficiency of the attached petition (*Attachment A*) and certify the result of her investigation to the Council.

Resolution 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 _____ on this the **th 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, p ***; CAF 15-*

Petition to the City of Henderson, North Carolina (City)
for Voluntary Annexation

To the Mayor and City Council:

The undersigned(s), owner(s) of the property identified, below, and in the attachment (Property), petitions that the Property be annexed to the City as permitted by Article 4A of Chapter 160A, "Cities and Towns", of the North Carolina General Statutes.

 X The Property is contiguous to the City and its boundaries are provided in the attachment.

 The Property is contiguous to the City and:

- ☐ the petition is being made pursuant to North Carolina General Statute §160A-31(b1).
- ☐ and its boundaries are provided in the attachment.

 The Property is not contiguous to the City and:

- ☐ at its nearest point, is three miles or less from the City primary corporate limits.
- ☐ no point of the Property is closer to the primary corporate limits of another city than to City primary corporate limits.
- ☐ the City will be able to provide the same services to the Property as it currently provides within its primary corporate limits.
- ☐ its boundaries are provided in the attachment, along with a map showing the Property in relation to the primary corporate limits.

 The Property is not contiguous to the City and:

- ☐ at its nearest point, is three miles or less from the City primary corporate limits.
- ☐ no point of the Property is closer to the primary corporate limits of another city than to City primary corporate limits.
- ☐ the City will be able to provide the same services to the Property as it currently provides within its primary corporate limits.

- ☐ as the Property is a subdivision, or a portion of the Property is a subdivision, as defined by North Carolina General Statute §160A-376, all of the subdivision is included the annexation petition.
- ☐ the Property, when added to the areas of other noncontiguous portions, does not exceed ten percent of the primary corporate limits of the City.
- ☐ its boundaries are provided in the attachment, along with a map showing the Property in relation to the primary corporate limits.

_____ The Property is not contiguous to the City and:

- ☐ the petition is being made pursuant to North Carolina General Statute §160A-376.
- ☐ its boundaries are provided in the attachment, along with a map showing the Property in relation to the primary corporate limits.

Property Owner(s) W. Dennis Thaw

Name: Carey Chapel Village LLC, IGB, Amin & Dennis Thaw

Address: 438 S. Woodland Rd.

Telephone Number: 252-432-1445

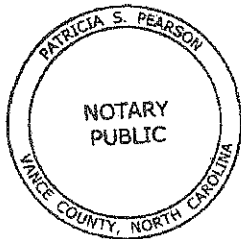
Property Address: Carey Chapel & Vicksburg Roads

Tax Number: _____

Parcel Number: _____

STATE OF NORTH CAROLINA
VANCECOUNTY

Sworn to (or affirmed) and subscribed before me this the 6th day of March 2015 by:



Patricia S. Pearson
Patricia S. Pearson
_____, Notary Public
My commission expires: 10/25/15

CAREY CHAPEL VILLAGE

9 March 2015

Beginning at a point in the existing city limits line and extending

N 36° 37' 32" E 80.00' to a point; thence

S 51° 54' 29" E 154.41' to a point; thence

N 45° 51' 21" E 13.48' to a point; thence

S 58° 57' 31" E 61.60' to a point; thence

S 55° 29' 57" E 139.54' to a point; thence

N 33° 52' 15" E 74.64' to a point; thence

S 60° 25' 09" E 420.38' to a point; thence

N 29° 20' 49" E 327.55' to a point; thence

N 29° 20' 49" E 93.54' to a point; thence

N 27° 42' 51" E 174.96' to a point; thence

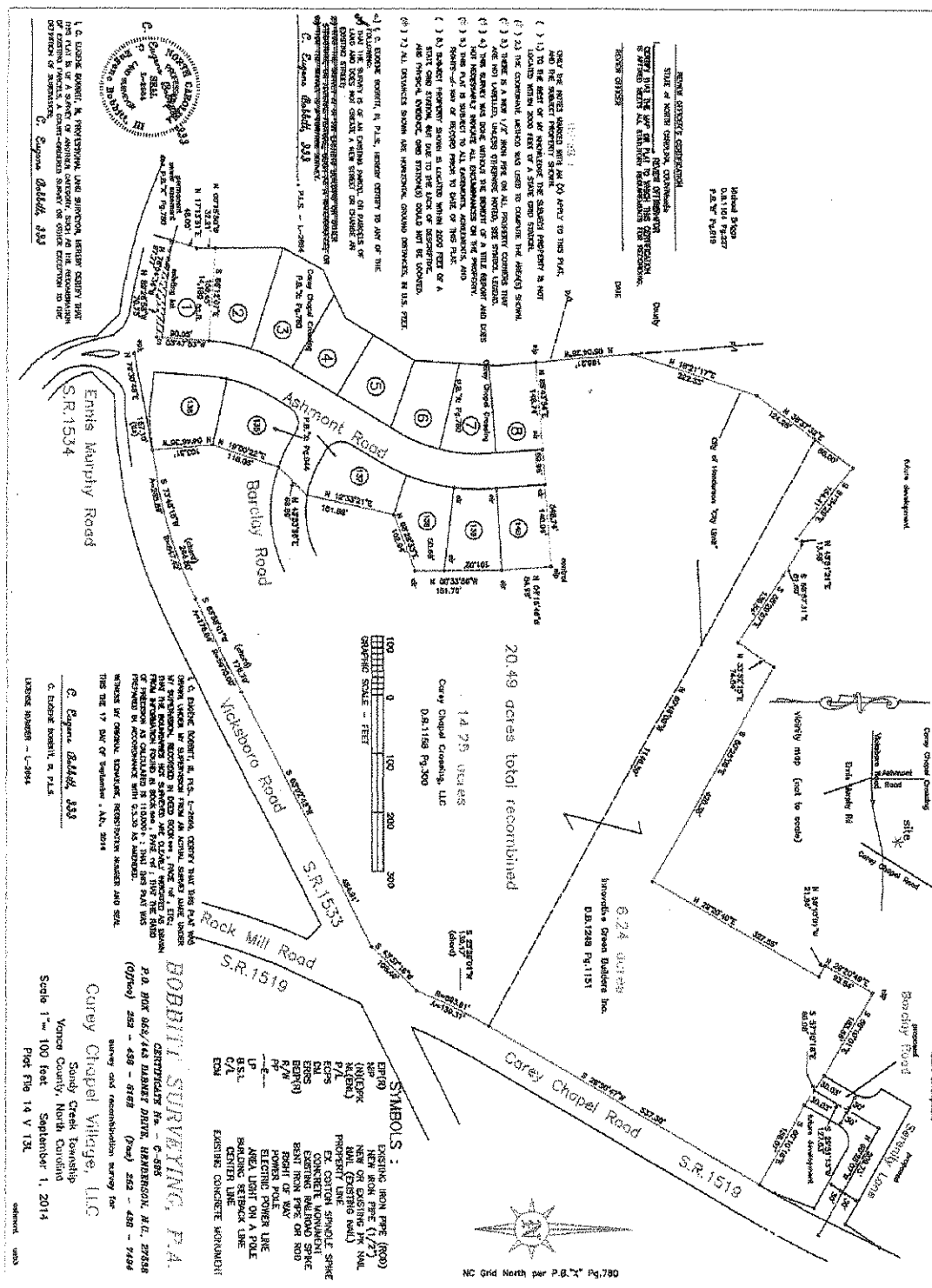
S 62° 05' 58" E 377.99' to a point; thence

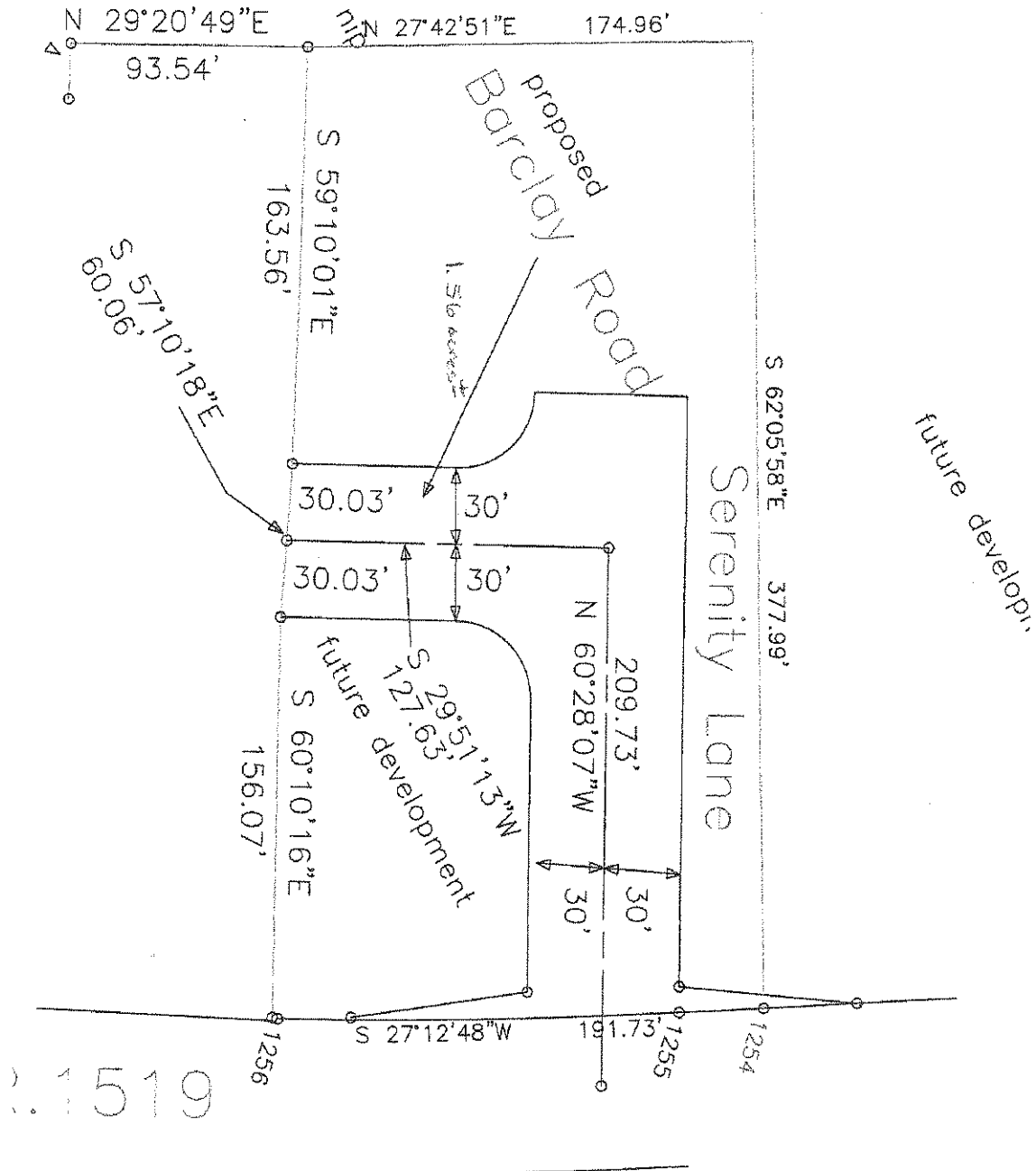
S 27° 12' 48" W 191.73' to a point; thence

S 29° 50' 47" W 537.30' to a point at the existing city limits; and thence

N 60° 48' 08" W 1.146.39' to the point and place of beginning.

Said tract containing approximately 7.80 acres plus or minus.





City Council Action Form

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



Council Meeting: 23 Mar 15 Short Reg. Meeting

12 March 2015

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: A. Ray Griffin, Jr., City Manager
RE: **CAF 15-45**
Consideration of Approval of Ordinance 15-20 FY 15 Budget Amendment #23, to Amend the General Fund to Budget the Proceeds of an Insurance Reimbursement to Offset the Cost of Replacing Existing Stoplights with LED Lights.

Ladies and Gentlemen:

Recommendation:

- Approval of Ordinance 15-20 FY 15 Budget Amendment #23, to Amend the General Fund to Budget the Proceeds of an Insurance Reimbursement to Offset the Cost of Replacing Existing Stoplights with LED Lights.

Executive Summary

Chestnut and Young Street – A traffic accident at this intersection during the summer caused major damage to the existing traffic signal. The city received \$13,978 in insurance proceeds. After completion of a traffic study at this intersection, City Council approved the installation of stop signs at each corner of Young Street, and this appears to be working well. The cost to remove the remaining signal was approximately \$2,508 leaving the remaining insurance proceeds. It is proposed that we use the remaining proceeds to change the remaining traffic signals at the intersections of Chestnut and Montgomery, Chestnut and Orange and Chestnut and Young Avenue to LED, which will provide better reliability as well some cost savings due to less electrical costs and less maintenance.

The city does not have a bucket truck, therefore an electrical contractor is used to safely perform the work in the event of bulb replacement and/or malfunction. The total cost to replace the existing incandescent lamps and reflectors to LED lamps is \$12,360

Attachments:

1. Ordinance 15-20

ORDINANCE 15-20

FY 2014—2015 Budget Amendment # 23 AN AMENDMENT TO THE GENERAL FUND TO BUDGET THE PROCEEDS OF AN INSURANCE REIMBURSEMENT TO OFFSET THE COST OF CHANGING OUT EXISTING STOPLIGHTS WITH LED'S

WHEREAS, the City Council of the City of Henderson on 11 June 2014 adopted the FY14-15 Annual Operating Budget; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating 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:

Fund: 10: General			Ordinance 15-20 FY 14-15 Budget Amendment #23			
REVENUES			Approved 1-Jul-14	Current Budget	Amendment	Revised
Department	Line Item	Code				
	Insurance Procceds	10-100-456000	\$ 5,000	\$ 10,700	\$ 12,360	\$ 23,060
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		Total	\$ 5,000	\$ 10,700	\$ 12,360	\$ 23,060
						\$ 23,060
EXPENDITURES			Approved 1-Jul-14	Current Budget	Amendment	Revised
Department	Line Item	Code				
Street	Contr Serv. Routine	10-570-504500	\$ 28,300	\$ 31,300	\$ 12,360	\$ 43,660
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		Total	\$ 28,300	\$ 31,300	\$ 12,360	\$ 43,660
						\$ 43,660
		variance			\$ -	
Reference:			Notes:			
CAF 15-45; Ordinance 15-20; BA #23 Council Meeting 3/23/2015			This serves to amend the budget for the Street Department. An accident occurred on 6/26/2014 at the intersection of Chestnut & Young Streets. There were damages to the traffic lights at that intersection. Stop signs were temporarily put up. An insurance claim was filed and the City received \$13,977.79 in damages. The decision was made to leave the stop signs up at that intersection - rather than replacing the stoplights. Staff is asking to use part of those insurance proceeds to remove the existing incandescent lamps & reflectors from 72 traffic light outlets located at the intersections of Chestnut & Young Avenue, Chestnut & Homer Street, and Chestnut & Montgomery Street and install new LED lamps in all traffic light heads at these three intersections.			

The foregoing Ordinance 15-20, 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 23rd day of March 2015: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

*Reference: Minute Book 43, p. **; CAF 15-45*

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 15-20 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 ****.

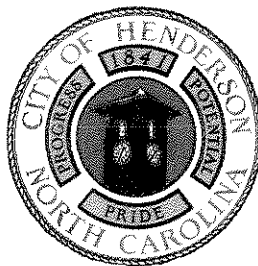
Esther McCrackin
City Clerk
City of Henderson, North Carolina

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



Council Meeting: 23 Mar 15 Short Meeting

19 March 2015

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

FR: Ed Wyatt, Interim City Manager

RE: CAF: 15-50

Consideration of Approval of Resolution 15-31, Supporting the Kerr Lake Regional Water System Proposed Interbasin Transfer Petition

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 15-31, Supporting the Kerr Lake Regional Water System Proposed Interbasin Transfer Petition

Executive Summary:

The City of Henderson, managing partner of the Kerr Lake Regional Water System, has been working with its partners, the City of Oxford and Warren County, in securing an interbasin transfer to provide reliable treated water to its customers for existing allocation of 20 MGD from the US Army Corps of Engineers.

The NC Department of Environment & Natural Resources (NCDENR) has scheduled a public hearing on the Kerr Lake Regional Water System's (KLRWS) Interbasin Transfer Certificate request. The hearing begins at 6:30 p.m. on Tuesday, March 31, 2015 at City Hall. This Resolution of Support would be presented to NCDENR at the hearing.

Attachments:

1. Resolution 14-60

Resolution 15-31
Supporting the Kerr Lake Regional Water System
Proposed Interbasin Transfer Petition

WHEREAS, the Henderson City Council identified eight Key Strategic Objectives (KSO) at its 2015 Strategic Planning Retreat; *and*

WHEREAS, one of the Key Strategic Objectives is addressed by this request as follows: *KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems;*
and

WHEREAS, the City of Henderson is located within portions of the Roanoke and Tar River basins;
and

WHEREAS, the Kerr Lake Regional Water System has already obtained an allocation of storage in Kerr lake from the US Army Corps of Engineers equivalent to an average annual water demand of 20 mgd; *and*

WHEREAS, the customers of the Kerr Lake Regional Water System have projected reasonable increases in water demand based on moderate growth projections and continued efforts to replace unreliable and often contaminated groundwater supplies with reliable treated water;
and

WHEREAS, the total of all the Kerr Lake Regional Water System Partners and wholesale customers is projected to require an average annual water demand of almost 14 mgd and 17.4 mgd on an average basis in a maximum calendar month by 2045, which is less than the allocation provided by the US Army Corps of Engineers; *and*

WHEREAS, the projected interbasin transfer in 2045 is 14.2 mgd on an average basis in a maximum calendar month and exceeds the current grandfather IBT of 10 mgd; *and*

WHEREAS, the proposed interbasin transfer can occur using existing pipeline infrastructure already in place; *and*

WHEREAS, the alternatives to the transfer all have substantially higher cost, significant potential environmental impacts from pipeline and other infrastructure construction, with no identified benefit to the environment; *and*

WHEREAS, the effects of the proposed transfer in the Roanoke River basin on key indicators of lake levels, dam outflow and hydropower generation have been analyzed and shown to have no detrimental impacts; *and*

WHEREAS, wastewater facilities treating wastewater from use of this additional water have previously had impacts analyzed and have already received their permits; *and*

WHEREAS, the local governments have required program elements to minimize potential impacts of growth:

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY SUPPORT the requested interbasin transfer request of the Kerr Lake Regional Water System as an efficient means to meet the projected water demands of the region it serves.

The foregoing Resolution 15-31, introduced by Council Member ***** and seconded by Council Member ***** on this the **th day of *****2015 and having been submitted to a roll call vote, was approved by the following votes: 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. ***.*

City Council Action Form

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



Council Meeting: 23 Mar 15 Short Reg. Meeting

19 March 2015

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

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

RE: CAF: 15-52

Consideration of Approval of Resolution 15-32, Approving FY 15-16 Budget Review Calendar and Scheduling of Special Council Budget Work Sessions.

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 15-32, Approving FY 15-16 Budget Review Calendar and Scheduling of Special Council Budget Work Sessions.

Executive Summary

In preparing the calendar for the FY 15-16 Budget season and the anticipated work load the Budget Work Schedule as articulated in Resolution 15-32, **Attachment A** is recommended. If this schedule is approved the Recommended Budget will be presented at Special Called Council meeting on Monday, 18 May 2015, Budget Hearing held on 15 June 2015 and Budget Adoption is scheduled for 22 June 2015. The Approved Budget will become effective 1 July 2015. There would be nine work sessions scheduled between 18 May and 22 June 2015, however, all nine of them may not be necessary. Also additional sessions can be added by Council if needed.

Attachments:

1. Resolution 15-32

RESOLUTION 15-32

A RESOLUTION ESTABLISHING THE FY16 BUDGET WORK SESSION MEETING SCHEDULE

WHEREAS, the Henderson City Council needs to establish meeting dates for the review of its FY16 Budget; *and*

WHEREAS, in accordance with State law, said budget work session schedule must be duly advertised; *and*

WHEREAS, the proposed budget work session schedule may be amended as needed and appropriate by the City Council.

NOW THEREFORE BE IT RESOLVED by the Henderson City Council that it does hereby approve the FY 15-16 Budget Work Session meeting schedule, said schedule being more fully articulated in *Attachment A* to this Resolution.

The foregoing Resolution 15-32, 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

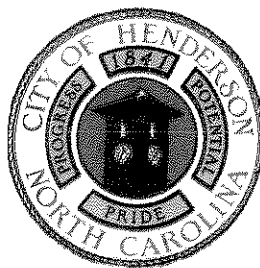
*Reference: Minute Book 43, pp. **.*

FY 15-16 Budget Work Session Schedule

Day	Date	Event	Topics
Monday	18 May 2015	Special Called Meeting	Budget Presented to Council
Tuesday	19 May 2015	BWS #1	Regional Water Funds, Water Funds, Sewer Funds, Related Capital Reserve & CIP Funds
Thursday	21 May 2015	BWS #2	General Fund Revenues, Public Services, Planning & Codes, Administration
Monday	1 June 2015	BWS #3	General Fund Revenues and Expenditures
Tuesday	2 June 2015	BWS #4	General Fund Continued
Thursday	4 June 2015	BWS #5	General Fund Continued and Related CIP Funds & Powell Bill Funds
Tuesday	9 June 2015	BWS #6	Wrap Up
Thursday	11 June, 2015	BWS #7	If Needed
Monday	15 June 2015	Regular Meeting	Budget Hearing
Tuesday	16 June 2015	BWS #8	Review of Budget Hearing Concerns
Thursday	18 June 2015	BWS #9	If Needed
Monday	22 June 2015	Regular Meeting	Budget Approved

City Council Action Form

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



Council Meeting: 23 Mar 15 Short Reg. Meeting

12 March 2015

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

FR: Edward A. Wyatt, Interim City Manager

RE: CAF: 15-47

Consideration of Approval of Resolution 15-29, Providing for the Disposition of Several Jointly Held Properties by the City and County Otherwise Identified as 742 Hillside Avenue,; Parcel ID # 0092 02012; 744 Hillside Avenue, Parcel ID #0092 02017, and; 747 Hillside Avenue, Parcel ID #0092 01023.

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 15-29, Providing for the Disposition of Several Jointly Held Properties by the City and County Otherwise Identified as 742 Hillside Avenue,; Parcel ID # 0092 02012; 744 Hillside Avenue, Parcel ID #0092 02017, and; 747 Hillside Avenue, Parcel ID #0092 01023.

Executive Summary:

On 10 September 2012, the City Council approved Resolution 12-79, which provided an agreement between the City of Henderson and County of Vance to allow interested parties to bid and purchase the properties owned by City of Henderson and County of Vance acquired through the tax foreclosure process from Vance County.

Vance County Tax Department has received interest from a private buyer to bid on and purchase the properties located at 742 Hillside Avenue, 744 Hillside Avenue and 747 Hillside Avenue. The property assessed tax value of these properties is as follows:

742 Hillside Avenue - \$18,237
744 Hillside Avenue - \$ 4,652
747 Hillside Avenue - \$ 4,121

Prior to tax foreclosure the unpaid County taxes for each property was as follows:

742 Hillside Avenue – \$2,135 (County - \$1,466; City \$669)
744 Hillside Avenue – \$1,674 (County - \$1,367; City \$307)
747 Hillside Avenue – \$ 885 (County - \$ 577; City \$308)

The City has no liens against these properties for weed abatement.

It is requested Council approve the transfer of this property to Vance County with the understanding upon the sale, the proceeds will be shared on a pro-rata basis.

Attachments:

1. Resolution 15-29
2. Offer to Purchase
3. Copy of Deed

RESOLUTION 15-29

**A RESOLUTION PROVIDING FOR THE DISPOSITION OF
SEVERAL JOINTLY HELD PROPERTIES BY THE CITY
AND COUNTY OTHERWISE IDENTIFIED as
742 HILLSIDE AVENUE,; PARCEL ID # 0092 02012;
744 HILLSIDE AVENUE, PARCEL ID #0092 02017, AND;
747 HILLSIDE AVENUE, PARCEL ID #0092 01023.**

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015, 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 and both the County and City administrations believe it appropriate for the City to transfer its interest in said properties to the County in order that they 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 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 15-29, 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

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 1284 Page 149 :
Street Address: 742 Hillside Ave (92-2-12)

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

3. **Closing.** Each party hereby agrees to execute any and all documents or papers that may be necessary in connections with the transfer of title. Final settlement shall be made on or before 30 days following the resolution approving the final bid at a place designated by Seller with the Non Warranty Deed made out to
Susan Silva.
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 Buyer's 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: March 3, 2015.

Luisan 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.

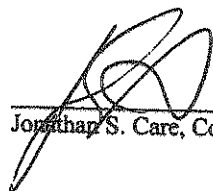
Date: 3-3-15

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 4 day of March, 2015.



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

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 1284 Page 49: ^{17 S. S.}
Street Address: 744 Hillside Ave (92-2-10)

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

Last Revised November, 2011

2

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
Susan Silva
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: March 3, 2015.

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.

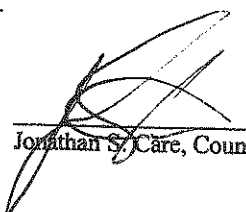
Date: 3-3-15

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 from the County Clerk, and shall hold the same in my Trust Account in accordance with the terms hereof.

This the 4 day of March, 2015.



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

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 1284 Page 649: ^{23 S.S.}
Street Address: 747 Hillside Ave. (92-1-2)

1. **The Purchase Price:** The purchase price is \$ 750. -, plus the
cost of publication as required by NCGS 160A-269, and shall be paid as follows:

a. \$ 750. -, (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. \$ 750. -, 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
Susan Silva.
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: March 3, 2015.

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: 3-3-15

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 from the County Clerk, and shall hold the same in my Trust Account in accordance with the terms hereof.

This the 4 day of March, 2015.

[Signature]
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

1284
0649 .

EX 1284 060649

FILED Oct 03, 2014 02:51 pm	FILED
BOOK 01284	VANCE
PAGE 0649 THRU 0652	COUNTY NC
INSTRUMENT # 03537	CAROLYN R. PECORA
RECORDING \$28.00	REGISTER
EXCISE TAX \$28.00	OF DEEDS
	CDN

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 3rd day of October, 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. Greater Little Zion United Holy
Church (a/k/a Greater Little Zion Holiness), Defendant", File No. 14-CVD-86,
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 September 4, 2014,
at which time no bidders were present; and

WHEREAS, said N. Kyle Hicks filed a Notice of Postponement of Sale
postponing said sale until September 10, 2014, at which time Vance County
(57.21%) and City of Henderson (42.79%) became the last and highest bidders,
bidding the sum of:

- a. \$1,179.00 for Parcel #0092 02018 (651 Hillside Ave., Henderson, NC);
and,
- b. \$3,476.00 for Parcel #0092 02012A (731 Flint St., Henderson, NC) and
Parcel #0092 02012 (742 Hillside Ave., Henderson, NC); and,
- c. \$1,144.00 for Parcel #0092 01019 (727 Hillside Ave., Henderson, NC);
and,
- d. \$3,942.00 for Parcel #0092 02014 (756 Hillside Ave., Henderson, NC),
Parcel #0092 02015 (754 Hillside Ave., Henderson, NC), Parcel #0092
02016 (750 Hillside Ave., Henderson, NC), and Parcel #0092 02017 (744

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

Hillside Ave., Henderson, NC); and,

e. \$3,943.00 for Parcel #0092 01020 (735 Hillside Ave., Henderson, NC), Parcel #0092 01021 (741 Hillside Ave., Henderson, NC), Parcel #0092 01023 (747 Hillside Ave., Henderson, NC), and Parcel #0092 01024 (753 Hillside Ave., Henderson, NC); and,

WHEREAS, said N. Kyle Hicks reported said sale to the Court on September 10, 2014; and,

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

WHEREAS, on September 24, 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. \$1,179.00 for Parcel #0092 02018 (651 Hillside Ave., Henderson, NC); and,

b. \$3,476.00 for Parcel #0092 02012A (731 Flint St., Henderson, NC) and Parcel #0092 02012 (742 Hillside Ave., Henderson, NC); and,

c. \$1,144.00 for Parcel #0092 01019 (727 Hillside Ave., Henderson, NC); and,

d. \$3,942.00 for Parcel #0092 02014 (756 Hillside Ave., Henderson, NC), Parcel #0092 02015 (754 Hillside Ave., Henderson, NC), Parcel #0092 02016 (750 Hillside Ave., Henderson, NC), and Parcel #0092 02017 (744 Hillside Ave., Henderson, NC); and,

e. \$3,943.00 for Parcel #0092 01020 (735 Hillside Ave., Henderson, NC), Parcel #0092 01021 (741 Hillside Ave., Henderson, NC), Parcel #0092 01023 (747 Hillside Ave., Henderson, NC), and Parcel #0092 01024 (753 Hillside 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: All of that certain tract or parcel of land lying and being situate in Vance County, North Carolina, and more particularly described as follows:

BEGIN at an iron stake on the W.W. Reavis corner formerly Dr. Turner's line; thence according to the tax map of Henderson Township that is in the office of the Tax Collector for Vance County; run thence South 59° to an iron stake in formerly Turner's line; thence Southwest 155 feet; thence West 70 feet to a stake in formerly Reavis line; thence North 190 feet, more or less, to the place of beginning. The same being

designated as Lot No. 18 fronting on Hillside Avenue on Map 92 in the Tax Map Book above referred to. See Deed Book 49 at Page 445, Vance County Registry. For further reference see Deed Book 453 at Page 381 and Deed Book 644 at Page 34, Vance County Registry.

For further reference, see Deed of record in Book 1063, Page 329, Vance County Registry.

(Parcel I.D. Number 0092 02018; 651 Hillside Ave., Henderson, NC)

TRACT 2: All of that certain tract or parcel of land lying and being situate in the City of Henderson, Vance County, North Carolina, and more particularly described as follows:

Begin at an iron stake, Gupton's corner in V.E. Turner's line and run thence along said line, S. 56 E 64 feet to a stake in said line, Booth's corner; thence along said Booth's line which is parallel with Gupton's line to Booth Street; thence along Booth Street to a stone, corner of Gupton's lot on said Street; thence N. 44 E 120 feet to the beginning, same being lot bought of S.R. Harris, Trustee, 16th November 1886. See Book 13 at Page 122 and Book 15 at Page 570, Vance County Registry

For further reference, see Deed of record in Book 311, Page 595, Vance County Registry.

For further reference, see Deed of record in Book 1130, Page 354, Vance County Registry.

(Parcel I.D. Number 0092 02012A; 731 Flint St., Henderson, NC and Parcel I.D. Number 0092 02012; 742 Hillside Ave., Henderson, NC)

TRACT 3: All of that certain tract or parcel of land lying and being situate in Henderson Township, Vance County, North Carolina, and more particularly described as follows:

727 Hillside Avenue, known as Lot #10, described as follows:

Lot #31 as shown on a certain map recorded in Book 44 at Page 597, Vance County Registry; said lot fronts 50 feet on the northeasterly side of Walden (now Hillside) Avenue, and extends back between parallel lines to Sandy Creek, as shown on said map, to which reference is hereby made for further description. Being the same property conveyed to P.R. Thomas by deed in Book 52, Page 464, Vance County Registry, to which deed and to the Will of P.R. Thomas Will Book "D" at Page 515, Vance County Clerk of Superior Court's office reference is hereby made further description and chain of title.

For further reference, see Deed of record in Book 1149, Page 475, Vance County Registry.

(Parcel I.D. Number 0092 01019; 727 Hillside Ave., Henderson, NC)

TRACT 4: All of that certain tract or parcel of land lying and being situate in the City of Henderson, Henderson Township, Vance County, North Carolina, and more particularly described as follows:

744 Hillside Avenue, Henderson, Vance County, North Carolina, 27536 [Tax Map 92, Block 2, Lot 17]; 750 Hillside Avenue, Henderson, Vance County, North Carolina, 27536 [Tax Map 92, Block 2, Lot 16]; 754 Hillside Avenue, Henderson, Vance County North Carolina, 27536 [Tax Map 92, Block 2, Lot 15]; 756 Hillside Avenue, Henderson, Vance County, North Carolina 27536 [Tax map 92, Block 2, Lot 14]

BEING described in the Petition as Parcel #9 as follows: BEGIN at Letha Stamper's corner of Hillside Avenue, run thence along Hillside Avenue South 52 45 East 167.7 feet, more or less, to Booth Street; thence along Booth Street North 89 15 West 209.3 feet, more or less, to Stamper's corner; thence along Stamper's line North 37 45 East 24 feet, more or less, to Stamper's corner on Hillside Avenue, the place of beginning. See Deed Book 93, Page 301. See also Flat Book "C," Page 11. For further description see Deed Book 156, Page 494, Vance County Registry.

LESS AND EXCEPT that certain lot or parcel of land commonly known as 805 Flint Street, Henderson, Vance County, North Carolina, 27536, and described on that tax maps of Vance County as Tax map 92, Block 2, Lot 13.

For further reference, see Deed of record in Book 1108, Page 902, Vance County Registry.

(Parcel I.D. Number 0092 02014; 756 Hillside Ave., Henderson, NC; Parcel I.D. Number 0092 02015; 754 Hillside Ave., Henderson, NC; Parcel I.D. Number 0092 02016; 750 Hillside Ave., Henderson, NC; Parcel I.D. Number 0092 02017; 744 Hillside Ave., Henderson, NC)

TRACT 5: All of that certain tract or parcel of land lying and being situate in the City of Henderson, Henderson Township, Vance County, North Carolina, and more particularly described as follows:

Parcel 2: These three tracts or parcels each fronting 50 feet on Hillside Avenue and being Lots 32, 33 and 36 as shown on plat recorded in Deed Book 44 at Page 597, Vance County Registry. For further reference see deed recorded in Book 52 at Page 471, Vance County Registry.


Parcel 3: Lot #35 of the V.E. Turner property in the City of Henderson, N.C., as shown on the map of V.C. Stronach, C.E. in Book of Maps 44 at Page 596, Vance County Registry.

For further reference, see Deed of record in Book 1108, Page 900, Vance County Registry.

(Parcel I.D. Number 0092 01020; 735 Hillside Ave., Henderson, NC; Parcel I.D. Number 0092 01021; 741 Hillside Ave., Henderson, NC; Parcel I.D. Number 0092 01023; 747 Hillside Ave., Henderson, NC; Parcel I.D. Number 0092 01024; 753 Hillside 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.

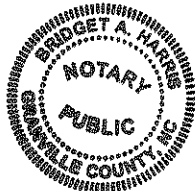
IN TESTIMONY WHEREOF, the said Party of the First Part, N. Kyle Hicks acting as Commissioner as aforesaid, has hereunto set his hand and seal, this the day and year first above written.



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 3rd day of October, 2014.




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

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City Council Action Form

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



Council Meeting: 23 Mar 15 Short Reg. Meeting

19 March 2015

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

FR: Ed Wyatt, Interim City Manager

RE: CAF 15-51

Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of February 2015.

Ladies and Gentlemen:

Recommendation:

- Approval of tax releases and refunds from Vance County for the month of February 2015.

Executive Summary

The Vance County Tax office submitted the following tax releases and refunds to the Finance Department for the month of February 2015. These releases and refunds are found to be in order and are being recommended for approval.

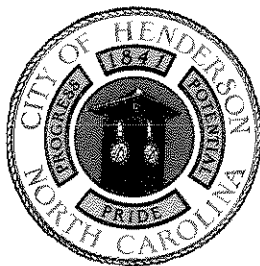
Feb 2015 Tax Releases & Refunds

Name	Reason	Tax Year	Amount
Real & Personal Property Releases			
Townes, Ella Heirs	Taxes Lost to Foreclosure	2003	\$ 15.25
Townes, Ella Heirs	Taxes Lost to Foreclosure	2004	\$ 16.00
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2005	\$ 540.50
Townes, Ella Heirs	Taxes Lost to Foreclosure	2005	\$ 16.75
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2006	\$ 660.50
Townes, Ella Heirs	Taxes Lost to Foreclosure	2006	\$ 16.75
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2007	\$ 1,180.50
Townes, Ella Heirs	Taxes Lost to Foreclosure	2007	\$ 16.75
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2008	\$ 565.79

Feb 2015 Tax Releases & Refunds Continued

Name	Reason	Tax Year	Amount
Townes, Ella Heirs	Taxes Lost to Foreclosure	2008	\$ 18.36
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2009	\$ 465.42
Townes, Ella Heirs	Taxes Lost to Foreclosure	2009	\$ 19.01
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2010	\$ 585.82
Robles, Gustavo Lopez	Taxes Lost to Foreclosure	2010	\$ 45.24
Tirados, Agustin	Personal Property billed in Error	2010	\$ 34.78
Townes, Ella Heirs	Taxes Lost to Foreclosure	2010	\$ 19.01
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2011	\$ 585.84
Robles, Gustavo Lopez	Taxes Lost to Foreclosure	2011	\$ 8,815.76
Tirados, Agustin	Personal Property billed in Error	2011	\$ 34.78
Townes, Ella Heirs	Taxes Lost to Foreclosure	2011	\$ 19.01
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2012	\$ 965.84
Robles, Gustavo Lopez	Taxes Lost to Foreclosure	2012	\$ 266.04
Tirados, Agustin	Personal Property billed in Error	2012	\$ 34.78
Townes, Ella Heirs	Taxes Lost to Foreclosure	2012	\$ 19.01
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2013	\$ 800.88
Robles, Gustavo Lopez	Taxes Lost to Foreclosure	2013	\$ 91.19
Tirados, Agustin	Personal Property billed in Error	2013	\$ 36.86
Townes, Ella Heirs	Taxes Lost to Foreclosure	2013	\$ 20.15
Plummer, John F. Jr. Heirs	Taxes Lost to Foreclosure	2014	\$ 620.88
Robles, Gustavo Lopez	Taxes Lost to Foreclosure	2014	\$ 91.19
Townes, Ella Heirs	Taxes Lost to Foreclosure	2014	\$ 20.15
Triumph LLC	Personal Property billed in Error	2014	\$ 346.38
Vance County	Government	2014	\$ 1,524.27
Hargrove, Carolyn Bernadine	Personal Property billed in Error	2015	\$ 95.91
Total Releases/Real & Personal Property			\$ 18,605.35
Refunds/ Real & Personal Property			
Duke LifePoint/Maria Parham	Correct Value	2012	\$ 35,815.70
Duke LifePoint/Maria Parham	Correct Value	2013	\$ 37,958.52
Duke LifePoint/Maria Parham	Correct Value	2014	\$ 37,958.52
Gupton, Kimberly D	Correct Value	2014	\$ 153.34
Total Refunds Real & Personal Property			\$ 111,886.08
Total Releases & Refunds R & P Property			\$ 130,491.43
Registered Vehicle			
Refunds			
Southerland, Cherry Lee	Correct Situs	2012	\$ 66.16
Total Refunds			\$ 66.16
Registered Vehicle			
Releases			
NONE	NONE		\$ -
Total Reg Veh Releases			\$ -
Total Reg. Veh Refunds			\$ 66.16
Total Reg Veh Releases			
& Refunds			\$ 66.16
Total All Release & Refunds			\$ 130,557.59

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



Council Meeting: 23 Mar 15 Short Reg. Meeting

March 11, 2015

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: Edward A. Wyatt, City Manager
RE: CM: 15-04

Subject: Financial Report – 1st Six Months FY 2015

Ladies and Gentlemen

Please find attached a financial update for the first six months of FY 2015. This update consists of the following:

- Summary by fund of revenues and expenditures to date, along with a summary of cash and investments at December 31st
- Summary of Budget Transfers which were processed between July 1, 2014 and December 31, 2014

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

Attachment

1. FY 2014-2015 Financial Report for the 6 months ending Dec. 31, 2014

City of Henderson
FY 2014 – 2015 Financial Report
for the
6 months ending December 31, 2015



Submitted by: Kathy Brafford
Finance Director

Date: March 11, 2015

CITY OF HENDERSON
MAJOR FUND FINANCIAL SUMMARY REPORT
4 MONTHS ENDING DECEMBER 31, 2014

Revenue	GENERAL FUND		Actual to Date FY 15-16	YTD % Collected
	FY 15-14	Actual Budget FY 15-15		
Current Year Land Property Taxes	\$ 1,642,569	\$ 1,740,000	\$ 4,237,501	94.3%
State Property Taxes, Rentals & Interest	411,644	332,000	1,097,802	90.3%
DMV Fees, Permits & Interest	17,164	-	255,322	90.1%
Sales Taxes	2,458,598	2,331,000	6,175,731	92.4%
Private Licenses	258,660	211,000	585,449	42.4%
Motor Vehicle Licenses	162,478	300,000	54,635	15.0%
Beer & Wine Tax	66,351	60,000	212,889	25.0%
County Franchise Tax	948,328	830,000	12,846	62.84%
County Franchise Tax	22,881	20,000	28,525	12.26%
County Sales	65,464	70,000	28,525	40.75%
County Sales	124,560	122,000	64,126	52.50%
Donations	12,148	-	576	0.0%
Asset Realization	27,544	-	122,585	0.0%
Sanitation Revenues	1,400,264	1,430,000	595,743	50.44%
Sanitation Revenues	12,337	5,000	31,559	43.38%
Sanitation Revenues	12,337	5,000	31,559	43.38%
County Commission (Rec/Apport/Vouch)	751,628	819,000	1,057,711	100.0%
County Commission (Rec/Apport/Vouch)	309,547	319,000	22,414	7.0%
Transfers from Other Funds	460	400,000	172,861	93.1%
Transfers from Other Funds	598,100	499,100	694,150	90.00%
Transfers from Other Funds	155,419	78,000	64,198	81.67%
Transfers from Other Funds	155,419	78,000	64,198	81.67%
Transfers from Other Funds	155,419	78,000	64,198	81.67%
Total	\$ 11,053,631	\$ 13,354,012	\$ 3,433,175	53.0%

Expenditures	GENERAL FUND		Actual to Date FY 15-16	YTD % Collected
	FY 15-14	Actual Budget FY 15-15		
Governing Body				
Admin - City Attorney	59,565	60,000	30,273	50.3%
Administration	329,453	333,645	161,935	48.5%
Public Works	190,587	184,200	60,064	32.6%
Public Works - Maintenance	177,902	172,000	72,109	41.8%
Public Works - Resources	377,902	440,700	218,403	49.5%
Finance	19,932	43,650	18,395	42.7%
Information Services	103,472	144,000	23,724	16.4%
Planting & Comm Dev	61,679	70,000	3,762	5.3%
Public Works - Public Works	62,662	72,400	26,833	37.0%
Public Buildings & Grounds				
Beaumont Park House	1,236	500	473	64.5%
Police	3,702,423	4,801,546	1,815,597	46.7%
Police - Assets	232,423	252,800	105,695	26.1%
Police - Assets (Perfume)	2,169,413	2,169,413	1,141,413	52.6%
Police - Assets (Perfume)	119,015	133,000	51,413	38.7%
Public Services - Admin	703,455	643,000	277,162	25.4%
Garage	70,423	78,000	38,140	47.5%
Courtesy				
Street	1,609,472	1,178,500	475,935	40.3%
Sanitation				
Sanitation	533,149	516,100	255,245	41.5%
Sanitation	628,589	333,000	233,589	37.1%
Yacht Services				
Yacht Services	332,127	163,000	70,366	43.2%
Yacht Services	432,629	345,100	41,839	12.1%
Yacht County Shared Program	591,737	976,000	337,166	36.5%
Yacht County Shared Program	33,216	101,900	18,141	17.8%
Yacht County Shared Program	542,461	906,600	313,267	34.5%
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Budget Transfers

Part 4, Section 20 of the Annual Budget Ordinance states that:

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

As of December 31, 2014, there were 24 such "transfers." These transfers were for various reasons, such as:

- a. Moving funds between line items in an effort to re-align accounts to a reporting format that makes more sense and to provide for consistency.
- b. Once we pay our large insurance expenses (Worker's Comp, General Liability, etc.) transferring excess insurance funds to a "reserve" within each funds "Non-Departmental" department to save for emergencies.

We never transfer funds from Contingency line items on a Budget Transfer form. Those are always processed with a Budget Amendment and brought before you at a Council Meeting for your approval prior to processing.

We also never transfer funds "between funds." Those types of transactions would also be processed with a Budget Amendment and brought before you for your approval prior to processing.

A summary of the 24 budget transfers processed during the first six months of the current fiscal year (July 1, 2014 – December 31, 2014) is attached. If you would like more detail, I can provide you copies of these transfer forms.



Department Budget Transfers
July 1, 2014 - December 31, 2014

BD #	Type	Dept	Description
1	901 Intra-Fund	Various	To transfer funds from departments with employees participating in the City's Flex Spending Program to a line item in the corresponding Fund's Non-Departmental budget to offset an anticipated fee increase for administering this plan. \$500 was initially budgeted in the HR budget; however, additional unbudgeted fees of approximately \$2,350 are anticipated.
2	911 Interdepartmental	Recreation	Re-allocate funds between line items within departmental budget
3	913 Interdepartmental	Customer Service	Re-allocate funds between line items within departmental budget
4	914 Interdepartmental	Garage	Re-allocate funds between line items within departmental budget
5	915 Interdepartmental	Bennett Perry House	Re-allocate funds between line items within departmental budget
6	916 Interdepartmental	Recreation	Re-allocate funds between line items within departmental budget
7	917 Interdepartmental	Governing Body	Re-allocate funds between line items within departmental budget
8	922 Interdepartmental	Street	Re-allocate funds between line items within departmental budget
9	923 Interdepartmental	Engineering	Re-allocate funds between line items within departmental budget
10	924 Interdepartmental	Street	Re-allocate funds between line items within departmental budget
11	925 Interdepartmental	Governing Body	Re-allocate funds between line items within departmental budget
12	929 Interdepartmental	Fire	Re-allocate funds between line items within departmental budget
13	930 Interdepartmental	Engineering	Re-allocate funds between line items within departmental budget
14	932 Interdepartmental	Beckford Drive Widening Project	Transferring funds from Construction to Right of Way per Council approved Resolution authorizing the staff to proceed with the condemnation of Davis Property in order to complete Right of Way Acquisition for the Beckford Drive Project.
15	933 Intra-Fund	Various	To transfer excess budgeted amounts for various insurance accounts (General Liability, Public Officials Liability, Property, Auto, etc.) out of the departmental line items into the Non-Departmental Insurance Reserve line item to be held in "reserve." This one was for the General Fund Departments.
16	934 Intra-Fund	Various	To transfer excess budgeted amounts for various insurance accounts (General Liability, Public Officials Liability, Property, Auto, etc.) out of the departmental line items into the Non-Departmental Insurance Reserve line item to be held in "reserve." This one was for the Water Fund Departments.
17	935 Intra-Fund	Various	To transfer excess budgeted amounts for various insurance accounts (General Liability, Public Officials Liability, Property, Auto, etc.) out of the departmental line items into the Non-Departmental Insurance Reserve line item to be held in "reserve." This one was for the Sewer Fund Departments.
18	936 Intra-Fund	Various	To transfer excess budgeted amounts for various insurance accounts (General Liability, Public Officials Liability, Property, Auto, etc.) out of the departmental line items into the Non-Departmental Insurance Reserve line item to be held in "reserve." This one was for the Regional Water Fund Departments.
19	937 Intra-Fund	Various	To transfer funds from the "reserve" account in the General Fund Non-Departmental budget to cover the projected expenses associated with the new contract for the interim City Manager (effective upon the retirement of R. Griffin).
20	939 Interdepartmental	Police	Re-allocate funds between line items within departmental budget
21	940 Interdepartmental	Garage/Street	Re-allocate funds between line items within departmental budget
22	941 Interdepartmental	Street/PS Admin	Re-allocate funds between line items within departmental budget
23	942 Interdepartmental	Water Distr	Re-allocate funds between line items within departmental budget
24	943 Interdepartmental	Garage	Re-allocate funds between line items within departmental budget

H:\Financial Reports to Board\Budget Transfers\Summary of Budget Transfers (July 1, 2014 - December 31, 2014)

Meetings and Events Calendar

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

Date	Time	Event	Location
Mar 27 th	10:00 AM	Henderson-Vance 911 Advisory Board Meeting	E-911 Operations Center
Apr 3 rd	<i>City Hall Closed</i>	 Good Friday 	<i>City Hall Closed</i>
Apr 6 th	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Apr 7 th	3:30 PM	Henderson Zoning Advisory Board Meeting	City Council Chambers
Apr 9 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
Apr 13 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room
Apr 13 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Apr 14 th	3:00 PM	Henderson Appearance Committee Meeting	City Council Chambers
Apr 27 th	6:00 PM	City Council Short Reg. Meeting Work Session to Immediately Follow	City Council Chambers
May 4 th	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
May 5 th	3:30 PM	Henderson Zoning Advisory Board Meeting	City Council Chambers
May 11 th	5:00 PM	Perry Memorial Library Advisory Board Meeting	Perry Memorial Library
May 11 th	6:00 PM	City Council Regular Meeting	City Council Chambers
May 14 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
May 21 st	7:00 PM	Human Relations Commission Meeting	City Council Chambers
May 25 th	<i>Council Meeting Cancelled</i>	HAPPY  MEMORIAL DAY	<i>City Hall Closed</i>
May 29 th	10:00 AM	Henderson-Vance 911 Advisory Board Meeting	E-911 Operations Center
Jun 1 st	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Jun 2 nd	3:30 PM	Henderson Zoning Advisory Board Meeting	City Council Chambers
Jun 8 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Jun 11 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Jun 18 th	7:00 PM	Human Relations Commission Meeting	City Council Chambers

Last Updated 18 March 2015