



AGENDA

Henderson City Council Regular Meeting

Monday 26 October 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

Mayor Elect Eddie Ellington

Councilmember James C. Kearney, Sr.

Councilmember Sara M. Coffey

Councilmember Michael C. Inscoe

Councilmember D. Michael Rainey

Councilmember Brenda Peace

Councilmember Garry D. Daeke

Councilmember Fearldine A. Simmons

Councilmember George M. Daye

City Officials

Frank Frazier, 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) 28 September 2015 Short Regular Meeting. *[See Notebook Tab 1]*

VII. PRESENTATIONS/RECOGNITIONS

- a) Mr. Michael Thomas Roberson, Sr. – Bennett Perry Museum

VIII. PUBLIC HEARING

- a) Consideration of Approval of: 1) Ordinance 15-18, Amending the Zoning Map to Rezone Property from R20 (Low Density Residential) to R11 (Moderate to Density Residential) 5.7 +/- Acres and 2) Ordinance 15-56, Rezone Remaining Tract From R11 (Moderate to Density Residential) to R20 (Low Density Residential) 8.1 Acres Located at Vicksboro Road (PIN #0536 02010). *(CAF 15-126) [See Notebook Tab 2]*

- Public Hearing
- Ordinance 15-18
- Ordinance 15-56

IX. 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

X. NEW BUSINESS

- a) Consideration of Approval of Ordinance 15-55, FY 15-16 Budget Amendment #10, Amending the Budget for the Triangle North Healthcare Foundation Grant in the Amount of \$20,000 to Complete the Development of the South Side Fox Pond Trail System. *(CAF 15-112-B) [See Notebook Tab 3]*

- Ordinance 15-55

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.

- b)** Consideration of Approval of Ordinance 15-39, FY16 Budget Amendment #11, to Establish the Budget for the Pipe Repair Project. *(CAF 15-96) [See Notebook Tab 4]*
- Ordinance 15-39
- c)** Consideration of Approval of Ordinance 15-40, FY16 Budget Amendment #12, to Close Out the Warren County Meter Relocation Project Budget. *(CAF 15-97) [See Notebook Tab 5]*
- Ordinance 15-40
- d)** Consideration of Approval of Resolution 15-77, Supporting Warren County's Efforts to Refinance the USDA Debt for Their Water/Sewer District II, Including the Portion Installed as a Part of the Water System Agreement. *(CAF 15-119) [See Notebook Tab 6]*
- Resolution 15-77
- e)** Consideration of Approval and/or Re-adoption of Multiple Resolutions (listed below), as a Requirement of the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Infrastructure; CDBG Infrastructure Project (Newton Dairy Road/Birch and Bobbitt Street Sewer Extension Project). *(CAF 15-122) [See Notebook Tab 7]*
- Resolution 15-78 Section 504 Grievance Procedure
 - Resolution 15-79 Antidisplacement and Relocation Assistance Plan 2015
 - Resolution 15-80 Citizen Complaint Procedure
 - Resolution 15-81 Citizen Participation Plan
 - Resolution 15-82 Fair Housing Plan
 - Resolution 15-83 LAP Language Access Plan
 - Resolution 15-84 Section 3 Jobs Initiative Plan
 - Resolution 15-85 Section 504 Self Evaluation
 - Resolution 15-86 Equal Opportunity and Procurement Plan
 - Resolution 15-87 Excessive Force Policy
- h)** Consideration of Approval of Ordinance 15-41, FY16 Budget Amendment #13, Establishing the Budget for the CDBG Infrastructure Project 14-I-2658 (Newton Dairy Road/Birch and Bobbitt Street Sewer Extension Project). *(CAF 15-98) [See Notebook Tab 8]*
- Ordinance 15-41
- i)** Consideration of Approval of Resolution 15-92, Authorizing the Mayor to Sign a Corporate Resolution for First Citizens Bank Updating Signatory Information. *(CAF 15-130) [See Notebook Tab 9]*
- Resolution 15-92

j) Consideration of Approval of Resolution 15-90, Adopting the 2016 City Council Meeting Schedule. (CAF 15-127) [See Notebook Tab 10]

- Resolution 15-90

k) Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of September 2015. (CAF 15-120) [See Notebook Tab 11]

XI. 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

XII. REPORTS

- a) Mayor/Mayor Pro-Tem
- b) City Manager
 - i. Declaration of Surplus Property. (CM 15-02)[See Notebook Tab 12]
- c) City Attorney
- d) City Clerk
 - i. Meeting and Events Calendar [See Notebook Tab 13]
 - ii. Fire Department Monthly Report

XIII. CLOSED SESSION

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

XIV. ADJOURNMENT

⁴ Citizen Comment Guidelines for Non-Agenda Items

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

City Council Minutes - DRAFT

Short Regular Meeting

28 September 2015

PRESENT

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

ABSENT

Council Member Sara M. Coffey

STAFF PRESENT

City Manager Frank Frazier, City Attorney D. Rix Edwards, City Clerk Esther J. McCrackin, Police Chief Marcus Barrow, Interim Fire Chief Steve Cordell, Battalion Chief Tim Twisdale, Interim Finance Director Michelle Daniels, Engineering Director Clark Thomas, Public Services Director Mike Ross, Recreation and Parks Director Kendrick Vann, Human Resources Director Cathy Brown, Development Services Director Corey Williams, Kerr Lake Regional Water Director Christy Lipscomb, Henderson Water Reclamation Director Tom Spain and Executive Assistant Patricia Pearson

CALL TO ORDER

The 28 September 2015 Short Regular Meeting and Work Session 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 Simmons led those in attendance in a prayer and the Pledge of Allegiance.

WELCOME

Mayor O'Geary greeted everyone and asked the City Clerk to proceed with the meeting.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. Council Member Peace moved to accept the Agenda as presented. Motion was seconded by Council Member Rainey, and unanimously approved.

APPROVAL OF MINUTES

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Daeke moved the approval of the 14 September 2015 Regular Meeting 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 speak to Council.

OLD BUSINESS

Further Discussion and Consideration of the Three Water Applications Approved During the September 14, 2015 meeting. (Reference: Resolutions 15-52, 15-75 and 15-76)

City Manager Frazier reviewed the three project locations: 1) Knoll Terrace Mobile Home Park; 2) Young Avenue and Several Surrounding Streets; and 3) Highway 158 and Beckford Drive. He then explained the reason for further discussion that the previously approved resolutions had to be revised and even though the Council can accept or reject the loan in the future, the State would like cities to proceed if awarded grants and/or loans. Therefore, staff felt it was important to bring these back for additional consideration. The grants/loans will still be brought back to Council for final approval if awarded. Mr. Frazier then asked Engineering Director Clark Thomas to come forward to explain the differences and to review the anticipated costs of each project.

Mr. Clark began by saying each resolution has been reworded to include the City's *intent* to go forward with the project. He then summarized the Young Avenue project by saying this area has experienced multiple leaks. The estimated project cost is \$1,548,000. If a loan is awarded at the arbitrary interest rate of 2% for 20 years, the yearly payment would be \$94,600 that would correlate to a 3.4% increase in water rates.

The Knoll Terrace Mobile Home Park project is anticipated to cost \$460,000 and again with an arbitrary interest rate of 2% for 20 years, the yearly payment would be \$28,000 and a 1% increase in water rates.

The US158/Beckford Drive project, which has been submitted and refused twice before, is anticipated to cost \$900,000 with an arbitrary interest rate of 2% for 20 years, making the yearly payment \$51,000 and a 1.8% increase in water rates.

Council Member Kearney asked if these calculations are for loans only. Mr. Thomas said yes.

Council Member Inscoe said the mobile home park is within city limits that would add additional customers and growth to the water system. He calculated an average water bill of \$60.00 x 111 lots x 12 months = \$79,900 in revenue that would generate approximately a .035% return on the investment of the project cost of \$460,000. Mr. Inscoe reminded Council of the pending IBT permit and possible 20MGD plant expansion that will incur an additional \$12,000,000 expense as the City's portion of the project and felt Council should be careful not to incur more debt than necessary at this time. He would be willing to consider the Knoll Terrace Mobile Home Park at this time but was not sure about the other two projects. There was also discussion relative to whether the owners of the mobile home park would be willing to incur a portion of the costs

Council Member Kearney thanked Mr. Inscoe for his comments but felt no decision could be made until the State awarded the projects as either loans or grants and the interest rate is known. He thought applications should be submitted for all three projects with the Young Avenue project being a priority as it is a problem area.

Council Member Rainey asked if the Mobile Home Park is at 100% occupancy. Mr. Thomas said there are 111 lots and at last count there were 108 trailers in the Park. Mr. Thomas also said his water rate calculations were based on inside city rates, so the revenue may be less.

Council Member Daeke felt both Mr. Inscoe and Mr. Kearney had valid comments but said committing to all three projects would be too much to take on at this time. He said he'd like to pursue the Young Avenue and Knoll Terrace projects.

City Manager Frazier advised the applications have a place to indicate intent to proceed in the event no grant funds are awarded and when Council Member Rainey asked for the deadline for submitting the applications and if we are required to go forward if the loan/grant is awarded, Mr. Frazier responded September 30 is the deadline and Council is not required to accept the award.

There was a brief general discussion and then Mayor O'Geary called for the pleasure of Council.

Motion was made by Council Member Kearney to approve *submission of an application for both the Knoll Terrace Mobile Home Park project and the Young Avenue and Several Surrounding Streets project*. Motion seconded by Council Member Daeke and APPROVED by the following vote: YES: Kearney, Inscoe, Rainey, Peace, Daeke, Simmons, and Daye. NO: None. ABSTAIN: None. ABSENT: Coffey.

NEW BUSINESS

Authorizing the Execution of Amendment #4 to the Contract with CH2MHILL for IBT Services for the Regional Water System and Authorizing the Appropriation of \$50,000 from the Contingency Line to the Engineering Line of the Interbasin Transfer for the Regional Water System. (*Reference: CAF 15-100; Resolution 15-69, Ordinance 15-47, Budget Amendment #7*)

City Manager Frazier explained if the Interbasin Transfer certificate is approved during the upcoming meeting of the State Environmental Management Commission, certain requirements

will need to be met within 90 days of the approval. As has been done in prior years, it is now necessary to transfer \$50,000 from the Regional Water Interbasin Transfer CIP Budget Contingency Account to the Engineering Account to pay for the engineering work in regard to the Interbasin Transfer Petition.

Council Member Inscoe asked what changes are needed to the Drought Management Plan. Kerr Lake Regional Water Director Christy Lipscomb responded saying when the IBT Permit is approved it will require a more stringent plan than is currently in place. She added spreadsheets will be required from all three partners quarterly. If the Permit is not granted, these funds will not be expended.

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

Motion was made by Council Member Daeke to approve Resolution 15-69, *Authorizing the Execution of Amendment #4 to the Contract with CH2MHILL for IBT Services for the Regional Water System* and Ordinance 15-47, *Authorizing the Appropriation of \$50,000 from the Contingency Line to the Engineering Line of the Interbasin Transfer for the Regional Water System*. Motion seconded by Council Member Daye, and APPROVED by the following vote: YES: Inscoe, Rainey, Peace, Daeke, Simmons, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: Coffey. (See Resolution Book 4, p 279, Ordinance Book 9, p 287)

Authorizing the Acceptance and Support of a Grant from the NC Industrial Development Fund Relative to Funding Assistance for a Water and Sewer Main Extension for Jerry's Artarama and Authorizing an Agreement with Kerr-Tar Regional Council of Governments for Administration of Above Mentioned Grant. (Reference: CAF 15-107; Resolution 15-62, Resolution 15-70)

City Manager Frazier reminded Council that a pre-application was approved for submission on July 23, 2015 for a new warehouse facility located on Peter Gill Road. Funds have been set aside for the construction of approximately 1,000 linear feet of 8" water main to serve the facility. There is also a need for a small sewer extension and possibly a larger 12" water main. Therefore, the estimated cost for both the water and sewer main projects is \$165,356. Based on discussions with the NC Department of Commerce, funds are available for this project. The City's Engineering department will perform the necessary design with Kerr Tar Regional Council of Governments administering the grant which has no match requirements. It is anticipated 30 jobs will be created and ultimately, that additional water/sewer revenues will be the result of this project.

Council Member Inscoe mentioned a discussion he has had with an Industrial Development Fund Representation who said tentative approval has been given to this project.

As there was no further discussion, Mayor O'Geary asked for the pleasure of Council.

Motion was made by Council Member Inscoe to approve Resolution 15-62, *Authorizing the Acceptance and Support of a Grant from the NC Industrial Development Fund Relative to*

Funding Assistance for a Water and Sewer Main Extension for Jerry's Artarama and Resolution 15-70 Authorizing an Agreement with Kerr-Tar Regional Council of Governments for Administration of Above Mentioned Grant. Motion seconded by Council Member Kearney and APPROVED by the following vote: YES: Inscoe, Rainey, Peace, Daeke, Simmons, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: Coffey. (See Resolution Book 4, p 265 and 281 respectively)

Awarding the Departmental Handgun and Badge to Retiree Detective John M. Hammond.
(Reference: CAF 15-109; Resolution 15-71)

City Manager Frazier explained it has been the tradition of the City to award retiring officers his/her badge at no cost and to also award the service side arm at the said price of \$1.00. Detective John M. Hammond joined the force on May 28, 2008 and will be retiring October 1, 2015.

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

Motion was made by Council Member Rainey to approve Resolution 15-71, *Awarding the Departmental Handgun and Badge to Retiree Detective John M. Hammond.* Motion seconded by Council Member Daye, and APPROVED by the following vote: YES: Rainey, Peace, Daeke, Simmons, Daye, Kearney and Inscoe. NO: None. ABSTAIN: None. ABSENT: Coffey. *(See Resolution Book 4, p 283)*

Revising Logical Growth Corridor and Developing Plans for Possible Future Water Main Extension. *(Reference: CAF 15-110; Resolution 15-67)*

City Manager Frazier explained since August 2014, the County has utilized its remaining grant funds to extend water into the Dabney Woods subdivision and along a portion of Poplar Creek Road. However, the County has decided it cannot accept the City's proposal relative to fees, etc. to allow construction of water mains into the Dabney/Allen Road area as well as Weybosset and Parrot Road. Therefore, a new Growth Corridor map has been established for the City to review for the feasibility of extending water mains into those areas. If approved, it will be forwarded to Vance County.

Council Member Kearney asked about the narrow portion on Poplar Creek that belongs to the County. Mr. Frazier said that was extended from the Dabney Woods subdivision extension and a 6" water main was installed.

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

Motion was made by Council Member Rainey to approve Resolution 15-67, *Revising Logical Growth Corridor and Developing Plans for Possible Future Water Main Extension.* Motion seconded by Council Member Kearney, and APPROVED by the following vote: YES: Peace, Daeke, Simmons, Daye, Kearney, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: Coffey. *(See Resolution Book 4, p 275)*

Declaring Intent to Close Two Alleys Located Off Sims Street Being Designated on the Site Map and Application as L-4 and L-5. (Reference: CAF 15-113; Resolution 15-65)

City Manager Frazier shared a properly completed petition has been received by Valerie Tharrington of Tharrington Properties, LLC requesting that the two sections of alleys located off Sims Street which is a dedicated right-of-way but not a City maintained street be closed. Mr. Frazier added the proper permit fees have been received which will cover the advertising that must be done before the alleys can be permanently closed. Staff is unaware of any need to keep the alleys open. Therefore it is recommended this application be approved after properly notifying owners of land abutting the alleys and conducting a public hearing as required by NCGS 160A-299. He added there is a cristing water main through the property and that the owner will not be allowed to build on top of the main and is trying to position the triplex to avoid the water main.

Council Member Kearney asked who owns the alleys. City Attorney Edwards said it is a right-of-way for abutting land users. Mr. Frazier added the alleys are for public use and if approved, the petitioner will receive ½ of the alley and the property owner on the other side of the alley will receive the other ½ of the alley.

Development Services Director Corey Williams added the petitioner plans to build a triplex on the property which is approximately 1,800 sq. ft. To meet zoning requirements additional footage is needed for a triplex which can be obtained by closing the alleys.

Council Member Kearney asked how the citizens will be notified. Mr. Williams said certified letters will be mailed and signage will be placed in the alley way. There will also be a public hearing on this matter.

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

Motion was made by Council Member Rainey to approve Resolution 15-65, *Declaring Intent to Close Two Alleys Located Off Sims Street Being Designated on the Site Map and Application as L-4 and L-5*. Motion seconded by Council Member Simmons, and APPROVED by the following vote: YES: Daeke, Simmons, Daye, Kearney, Inscoc, Rainey and Peace. NO: None. ABSTAIN: None. ABSENT: Coffey. (See Resolution Book 4, p 271)

Appointment of Deputy City Clerks (Reference: CAF 15-117, Resolution 15-66)

City Manager Frazier said this is routine matter to provide proper coverage when the City Clerk is unavailable.

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

Motion was made by Council Member Rainey to approve Resolution 15-66, *Appointment of Deputy City Clerks*. Motion seconded by Council Member Daeke, and APPROVED by the following vote: YES: Simmons, Daye, Kearney, Inscoc, Rainey, Peace and Daeke. NO: None. ABSTAIN: None. ABSENT: Coffey. (See Resolution Book 4, p 273)

Accepting the 2015 BJA Grant in the Amount of \$15,994.00, and Establishing the 2015 BJA Grant Project Budget. (*Reference: CAF 15-66-A, Resolution 15-39-A, Ordinance 15-53*)

City Manager Frazier said this is a routine matter and asked Police Chief Marcus Barrow to explain how the department plans to utilize the grant. Chief Barrow said this is a reoccurring grant that is shared with the County Sheriff. He plans to use the City's portion of \$9,596.40 to purchase replacement and new cameras for police vehicles.

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

Motion was made by Council Member Peace to approve Resolution 15-39-A, *Accepting the 2015 BJA Grant in the Amount of \$15,994.00, and Ordinance 15-53, Establishing the 2015 BJA Grant Project Budget*. Motion seconded by Council Member Daye, and APPROVED by the following vote: YES: Daye, Kearney, Inscoe, Rainey, Peace, Daeke, and Simmons. NO: None. ABSTAIN: None. ABSENT: Coffey. (*See Resolution Book 4, p 219-A, Ordinance Book 9, 299*)

Authorizing Acceptance of the Triangle North Healthcare Foundation Grant Award in the Amount of \$20,000 to Complete the Development of the South Side of the Fox Pond Trail System, Phase III. (*Reference: CAF 15-112-A, Resolution 15-73-A*)

City Manager Frazier said Recreation and Parks Director Vann received notification, on September 24, of this grant award. The funds will be used to complete the South Side of the Fox Pond Trail System and a Budget Ordinance will be prepared for Council to approve at a later date.

There was no discussion. Mayor O'Geary said it is wonderful seeing so many citizens using the park and then asked for the pleasure of Council.

Motion was made by Council Member Inscoe to approve Resolution 15-73-A, *Authorizing Acceptance of the Triangle North Healthcare Foundation Grant Award in the Amount of \$20,000 to Complete the Development of the South Side of the Fox Pond Trail System, Phase III*. Motion seconded by Council Member Simmons, and APPROVED by the following vote: YES: Kearney, Inscoe, Rainey, Peace, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: Coffey. (*See Resolution Book 4, p 287-A*)

Tax Releases and Refunds from Vance County for the Month of August 2015. The releases and refunds below are in order and recommended for approval. (*Reference: CAF 15-111*)

August 2015 Tax Releases			
Name	Reason	Tax Year	Amount
Real & Personal Property			
Releases			
Brodie, E Armstead Elvin Estate	Taxes Lost to Foreclosure	2010	59.38
Foster, Joseph Edward	Taxes Lost to Foreclosure	2010	148.01
Brodie, E Armstead Elvin Estate	Taxes Lost to Foreclosure	2011	59.39
Foster, Joseph Edward	Taxes Lost to Foreclosure	2011	148.05
Harris, Eliza H Heirs	Taxes Lost to Foreclosure	2011	93.74
Vance County Habitat for Humanity	Charitable LW/MD	2011	216.76
Brodie, E Armstead Elvin Estate	Taxes Lost to Foreclosure	2012	59.39
Foster, Joseph Edward	Taxes Lost to Foreclosure	2012	148.05
Harris, Eliza H Heirs	Taxes Lost to Foreclosure	2012	93.74
Brodie, E Armstead Elvin Estate	Taxes Lost to Foreclosure	2013	62.94
Foster, Joseph Edward	Taxes Lost to Foreclosure	2013	156.90
Harris, Eliza H Heirs	Taxes Lost to Foreclosure	2013	99.35
Pendelton & Sons Enterprise	Taxes Lost to Foreclosure	2013	3.20
Brodie, E Armstead Elvin Estate	Taxes Lost to Foreclosure	2014	62.94
Foster, Joseph Edward	Taxes Lost to Foreclosure	2014	156.90
Harris, Eliza H Heirs	Taxes Lost to Foreclosure	2014	99.35
Pendelton & Sons Enterprise	Taxes Lost to Foreclosure	2014	2.37
Advanced Therapeutic		2015	(3.49)
Brodie, E Armstead Elvin Estate	Taxes Lost to Foreclosure	2015	62.94
Coles, James Thomas	Charitable/Grant Ex	2015	279.00
Community Partners of Hope	Charitable Foundation	2015	361.47
Foster, Joseph Edward	Taxes Lost to Foreclosure	2015	156.90
Girmay, Fishea	Taxes Lost to Foreclosure	2015	182.79
Harris, Eliza H Heirs	Taxes Lost to Foreclosure	2015	99.35
Henderson, Brooksie	Taxes Lost to Foreclosure	2015	297.38
Johnson, Bronetta B Heirs	Taxes Lost to Foreclosure	2015	363.46
Knight, Zella Shearin	Adjust Value for E	2015	467.93
McDaniel, Shirley J.	Adjust Value for E	2015	578.25
McKinney, Eric James	Correct Ownership	2015	(531.93)
Perdue, John Y	Correct Ownership	2015	531.93
Plummer, John F.Jr. Heir	Taxes Lost to Foreclosure	2015	620.88
Rent-A-Center, Inc.	Personal Property Billed in Error	2015	913.97
Robles, Gustavo Lopez	Taxes Lost to Foreclosure	2015	91.19
Rock Bridge Cemetery	Personal Property Billed in Error	2015	49.60
Rodwell, Samuel Otis	Taxes Lost to Foreclosure	2015	21.82
Steep, Pauline E	Taxes Lost to Foreclosure	2015	14.51
Stewardson, Parks M	Personal Property Billed in Error	2015	62.00
Timberline, LLC		2015	(75.17)
Townes, Ella Heirs	Taxes Lost to Foreclosure	2015	20.15
Variety Stores Inc	Correct Value	2015	31.30
Waddell, Gail B	Taxes Lost to Foreclosure	2015	99.65
Watkins, Sidney	Correct Situs	2015	77.31
Waverly, Richard E	Taxes Lost to Foreclosure	2015	87.15
Wiggins, Lisa B & Others	Taxes Lost to Foreclosure	2015	31.51
Woodlief, James Heir	Taxes Lost to Foreclosure	2015	55.68
Wright, Camill	Taxes Lost to Foreclosure	2015	42.48
Yoruba Temple Osun Ojubo	Taxes Lost to Foreclosure	2015	28.32
Total R&P Property Releases			6,688.79
Real & Personal Property			
Refunds	NONE		0.00
Total R & P Property Refunds			6,688.79
Total R&P Prop. Rel. & Ref.			\$ 6,688.79
Tot. Veh. Rel. & Ref.	NONE		\$ -
Total All Releases & Refunds			\$ 6,688.79

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

Motion was made by Council Member Daeke to accept the *Tax Releases and Refunds from Vance County for the Month of August 2015*, as presented. Motion seconded by Council Member Rainey, and APPROVED by the following vote: YES: Inscoe, Rainey, Peace, Daeke, Simmons, Daye, and Kearney. NO: None. ABSTAIN: None. ABSENT: Coffey.

PUBLIC COMMENT PERIOD ON AGENDA ITEMS

The City Clerk advised the Mayor and Council Members that two citizens wished to address to Council.

Boller Lewis, 32 Kings Court, Mr. Lewis expressed concern about a water leak he experienced at his business, the Little Hotel on Garnett Street. The City fixed the tap which is on his property and he received a slight adjustment to his bill but he would like further consideration as his bill jumped from \$500-600 to \$2,000.

Mayor O'Geary asked the City Manager to look into this and informed Mr. Lewis he will be contacted within the next several days.

Jacqueline Wright, 1203 North Pinkston Street Ms. Wright expressed concern regarding barking dogs. She has spoken to the Police Chief, City Manager and Development Services Director regarding this issue and understands a letter has been hand delivered to the tenants where the dogs reside. She then read a petition which is incorporated by reference and hereby made part of these minutes. Ms. Wright asked that the ordinance regarding barking dogs be enforced. A letter has also been sent to the tenant by the property owner. Ms. Wright also expressed concern that the animals are not properly enclosed and said neighbors are fearful of the animals.

City Manager Frazier said the next step will be to involve the City Attorney.

Council asked what roll is played by the Vance County Animal Control department and what the timeframe will be before going to the City Attorney.

City Attorney Edwards added the law imposes a reasonable time for the tenant to respond before going to court to have the dogs removed.

Mayor O'Geary said Council understands the concern and will push forward for a resolution as soon as possible.

Council Member Peace suggested the ordinance be re-written with timeframes included.

Council Member Rainey asked who is responsible for removing the animals. Mr. Frazier said it would be Vance County Animal Control.

REPORTS

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

b) City Manager – In response to previous Council requests:

- i. The request for an additional street light on Thorpe Street continues to be researched.
- ii. Mr. Frazier said the vines growing over streets are on telephone/cable lines and the line owners (i.e., CenturyLink, Time Warner, etc.) will be contacted.
- iii. In response to the request on funds received from knuckleboom truck pickups in FY15 the budget showed \$10,890 and in FY16 \$2,100 has been received to date.
- iv. According to an e-mail from Senator Bryant regarding legislative matters, it looks like there will be an increase in sales tax of approximately 3%. Also, the DMV registration fee can be increased an additional \$20.00 per vehicle with the restriction that the funds are used only for street improvements.
- v. Mr. Frazier has been asked to look into the logistics of going to one Council meeting per month. He would like Council to consider this and provide feedback to him.
- vi. HWRF Update – DeVere Construction has refused to sign Change Order #6 due to not allowing more days for completion, so the City has instructed the contractor to proceed to finish.
- vii. The temporary pumps were put in place today at the Sandy Creek Pump Station and so far everything seems to be going well with construction now starting on the existing wet well to accept the new pumps.

c) City Attorney (No Report)

d) City Clerk – Ms. Coffey was unable to be here tonight as she has been hospitalized.

OTHER

Council Member Rainey asked for an update on Arthur Henderson, who served on the Planning Board, who sustained a serious injury several months ago. Mr. Kearney said he visited him in the nursing home a short time ago and he found Mr. Henderson to be unresponsive.

Council Member Daeke mentioned the stop signs on Alexander Avenue which have been gang tagged. Mr. Frazier said there is already a work order in place.

Mayor O'Geary asked if there was need for any further discussion or if Council was prepared to adjourn.

ADJOURNMENT

Council Member Daeke moved for adjournment. Motion seconded by Council Member Kearney, and unanimously approved. The meeting adjourned at 7:09 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin, City Clerk

DRAFT

9-24-2015

Dear Mayor O'Geary and City Council Members,

We are the residents and homeowners on N. Pinkston St in Henderson N.C. We have witnessed frequent or long continued barking and howling between the hours of 11 P.M. and 6 A.M. from the dogs of the tenants who occupy the 1205 N. Pinkston St. address. The tenants have had the animals in their possession since the beginning of Sept. 2015 and this has been a nightly reoccurring issue. Numerous calls have been made to the Police, Code Compliance, Chief of Police, City Council Members, and the City Manager in an attempt to get resolution. Per tax listings, the property is owned by "For C'S Son's LLC P.O. Box 1528 Henderson N.C. 27536" with Curtis White, Allen White, Jeff White, Daniel White being listed as owners. Curtis White was also contacted in reference to the issue with his tenant's animals. The above-mentioned actions have yet to produce a resolution or put an end the tenants' violation of the noise ordinance. We ask that you support N. Pinkston's Street residents and property owners by enforcing the City's Noise Ordinance, Chapter 10 Sec. 10 - 20. (d) Noises - Enumeration of prohibited acts, which states: It shall be unlawful to cause, create, or permit any loud raucous or disturbing noise (which is defined as any sound which annoys, disturbs, injures, or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities.) The above include the following acts in violation of this section, but such enumeration shall not be deemed to be exclusive: (d) The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the comfort and response of any person in the vicinity.

Jacqueline Wright 252 438 5160 (H) 252 767 5382 (C)

Signature	Address
1. Jacqueline Wright	1203 N. Pinkston St. Henderson NC 27536
2. Belinda Cheryl III	1203 N Pinkston St Henderson NC 27536
3. Clayton Wright	1203 N. Pinkston St Henderson NC 27536
4. Joyce Davis	1303 N. Pinkston St Henderson, NC 27536
5. Bernard Ellison	1304 N. Pinkston St. Henderson, NC 27536
6. Gussie Ellison	1304 N. Pinkston St Henderson, NC 27536
7. Sameeca Ellison	1304 N. Pinkston St Henderson, NC 27536
8. Linda Baxter	1300 N Pinkston St Henderson
9. Doreen + Alicia Foster	1201 N Pinkston St Henderson NC 27536



Recognition

Michael Thomas Roberson, Sr.



WHEREAS, Mr. Michael Thomas (Tommy) Roberson, Sr. is a resident of the City of Henderson and has formed a strong commitment to the City and its values in teamwork and collaborative efforts; *and*

WHEREAS, Mr. Roberson is a longtime business owner and participant in various boards and committees, including serving on the Corbitt Preservation Association Board of Directors; *and*

WHEREAS, Mr. Roberson spearheaded an effort raising thousands of dollars along with materials and volunteers to make the Bennett Perry Museum a reality; *and*

WHEREAS, Mr. Roberson, in conjunction with the Corbitt Preservation Association and its Board organized and managed the restoration of the Bennett Perry Museum; *and*

WHEREAS, Tommy Roberson's dream was completed with the Grand Opening of the Bennett Perry Museum on October 16, 2015.

NOW THEREFORE, I, JAMES D. O'GEARY, Mayor of the City of Henderson, North Carolina, by virtue of the authority vested in me, and on behalf of the entire City Council and the citizens of Henderson wish to extend our gratitude and appreciation to Mr. Michael Thomas (Tommy) Roberson, Sr. for his accomplishments and collaborative efforts to make the museum a place of enjoyment and learning about the City of Henderson and Vance County.

James D. O'Geary, Mayor

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this the 21st day of October 2015.

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: 26 Oct 15 Short Reg. Meeting

20 October 2015

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

FR: Frank Frazier, City Manager

RE: **CAF: 15-126**

Consideration of Approval of: 1) Ordinance 15-18, Amending the Zoning Map to Rezone Property from R20 (Low Density Residential) to R11 (Moderate to Density Residential) 5.7 +- Acres and; 2) Ordinance 15-56, Rezone Remaining Tract From R11 (Moderate to Density Residential) to R20 (Low Density Residential) 8.1 Acres Located at Vicksboro Road (PIN #0536 02010).

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

Approval of:

- 1) Ordinance 15-18, Amending the Zoning Map to Rezone Property from R20 (Low Density Residential) to R11 (Moderate to Density Residential) 5.7 +- Acres
- 2) Ordinance 15-56, Rezone Remaining Tract From R11 (Moderate to Density Residential) to R20 (Low Density Residential) 8.1 Acres Located at Vicksboro Road (PIN #0536 02010).

Executive Summary:

Connelly Development was granted a Special Use Permit to develop an assisted living facility, located in the area of Vicksboro Road on Vance County Tax Parcel 0536 02010 in May 2015. Vance County Tax Parcel 0536 02010 is a 66.79 acre tract that was zoned R-20(Low Density Residential District). Connelly Development proposed to develop an assisted living facility subdividing 10.50 acre out of the parent tract of Vance County Tax Parcel 0536 02010.

CAF 15-126: 26 October 2015 Council Meeting: Public Hearing

Page 1 of 10

The City Council approved to rezone 10.50 acres from R-20 (Low Density Residential District) to R-11 (Moderate Density Residential District) on April 14, 2014. Connelly Development failed to develop said facility on the proposed 10.50 acre tract and therefore never submitted a subdivision plat for the proposed development.

Mr. Dennis Tharrington of WDT Development has taken over this project and received a special use permit granted on July 7, 2015 by the Board of Adjustment. However, due to topography issues, Mr. Tharrington and his team have shifted the property to the corner of Vicksboro Road & Ennis Murphy and has proposed an 8.003 acre subdivision from the parent tract of Vance County Parcel 0536 02010. The 8.003 acre proposed tract has two zoning classifications; 2.3 acres is R-11, the remaining is R-20. The proposed rezoning is 5.7 acres from R-20 to R-11. In addition, staff suggests the remaining parent tract be re-zoned back to R-20.

Attached you will find a proposed preliminary subdivision plat, the current zoning map, and a map of the proposed re-zoning.

The Planning Board approved this recommendation with a unanimous vote during its October 12, 2015 meeting.

Attachments:

1. Ordinance 15-18
2. Ordinance 15- 56
3. Planning Board Minutes
4. Existing Land Use Map
5. Proposed Rezoning Map
6. List of Adjacent Land Owners

ORDINANCE 15-18

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

AN ORDINANCE REZONING 5.7+/- ACRE TRACT FROM R-20 (LOW DENSITY RESIDENTIAL) TO R-11 (MODERATE DENSITY RESIDENTIAL) AT VICKSBORO ROAD & ENNIS MURPHY (PARCEL #0536 02010).

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

Section 1: That the official zoning map of the City of Henderson (incorporated by reference in City Code) is hereby amended by rezoning 5.7 acres, more or less, from R-20 to R11 (being Vance County Tax Map 0536, Block 02, & Lot 010).

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

The foregoing Ordinance 15-18, upon motion of Council member _____ and seconded by Council Member _____, and having been submitted to a roll call vote and received the following votes and was **APPROVED/DISAPPROVED** on this the ____ day of _____, 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 4**, p. **.

ORDINANCE 15-56

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

AN ORDINANCE REZONING TO REZONE 8.1 +/- ACRES REMAINING TRACT FROM R-11 (MODERATE DENSITY RESIDENTIAL) TO R-20 (LOW DENSITY RESIDENTIAL) LOCATED AT VICKSBORO ROAD (PARCEL #0536 02010).

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

Section 1: That the official zoning map of the City of Henderson (incorporated by reference in City Code) is hereby amended by rezoning 8.1 +/- acres from R-11 to R-20 (being Vance County Tax Map 0536, Block 02, & Lot 010).

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

The foregoing Ordinance 15-56, upon motion of Council member _____ and seconded by Council Member _____, and having been submitted to a roll call vote and received the following votes and was APPROVED/DISAPPROVED on this the ____ day of _____, 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 4**, p. **.



City of Henderson

Planning and Community Development Department

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

Phone: (252) 430-5722 FAX: (252) 492-7935

DRAFT MINUTES HENDERSON PLANNING BOARD MONDAY OCTOBER 12, 2015 – 2:00 P.M. CITY HALL – COUNCIL CHAMBERS

Members Present – Michael Rainey, Horace Bullock, Marguerite Anduze, Jimmie Ayscue, Phil Walters, Arnold Bullock.

Members Absent – Keith Coffey (Alternate), Rick Easter, Arthur Henderson

Staff Present – Development Service Director: Corey Williams (Development Service Director), Robert Harris (Planner), Karen Foster: Zoning Administrator, City Attorney: Rix Edwards.

- **CALL TO ORDER** – Meeting was called to order by Chairman M Rainey. Roll was called. A quorum was present.
- **APPROVAL OF MINUTES**: Minutes were approved for August 3, 2015 by a vote of 6-0. There was one correction to be made and this involved changing a name of a Board member. Motion was made by Mr. Horace Bullock and seconded by Mr. Phil Walters.
- **PUBLIC HEARING**
 - **Case (PB11-15): Public Hearing: Recommendation to rezone property from R20 to R11 5.7+- acres and rezone remaining tract from R11 to R20 Zoning District 8.1+- acres located at Vicksboro Road (PIN # 0536 02010).**

Mr. Robert Harris (Planner) introduced the item. Mr. Corey Williams (Development Services Director) explained to the Planning Board the history of the property. The parent tract was R-20. In 2014, Connelly Development was approved to rezone 10.50 acres from R-20 to R-11 for the purpose of building a senior housing facility. The remaining 55.50 tract remained zoned R-20. Although the rezoning and special use permit was granted, the Connelly Development Project never developed.

Mr. Tharrington, who was not part of the Connelly Development project is interested in the developing the same parcel of land for the same purpose, a senior housing facility. After recent studies, it was determined the topography will not allow the development to happen. Therefore,

Mr. Tharrington is requesting to shift the property east and rezone 5.7 acres +/- of the (8) eight acre subdivision map to R-11. Also, the parent tract to the west is R-11 and should be rezoned back to the original zoning classification R-20.

Mr. Rainey asked: Are there two different tracts? Mr. Williams explained 2 tracts; one developer and the larger tract are undeveloped.

Mr. Bullock asked: What is the difference between low density residential and moderate density residential? Mr. Corey Williams explained low density requires 20,000 square feet and has less than ½ acre to develop single family tract. Moderate density is between low and high. High density is R-6, which requires 6000 square feet, and could have a potential of 7 dwellings on a 1 acre tract. Moderate residential will allow 4 dwellings on a 1 acre tract.

Mr. Rainey opened the public hearing for comments on this matter.

Favor:

Mr. Dennis Tharrington (430 Woodland Road Henderson NC 27536) explained to the Planning Board why he needed to relocate the proposed assisted living facility because of topographical issues. He explained the proposed building will be one to two bedroom apartments for the elderly similar to Garden Walk Villas behind the Maria Parham hospital. Also, the driveway permit for the project will be located off Ennis Murphy Road.

Opposition:

There was no opposition.

Mr. Rainey closed the public hearing.

There are two tracts of property rezoned. The first tract is R-20 to R-11, 5.7 acres+/- . A motion was made by Mr. Horace Bullock and second by Mr. Jimmie Ayscue to approve the rezoning. It was a unanimous vote.

The second is to rezone the remaining tract from R11-to R-20, 8.1 acres +/- . A motion was made by Mr. Walters and second by Mr. Horace Bullock to approve the rezoning. It was a unanimous vote.

- Final Plat: Subdivision for Garden Gate Villas, WDT Development, owner Claude T Jackson.

Mr. Williams explained the purpose of the subdivision map is to display where the rezoning will be on the property. This plat is **not** an exemption and requires Planning Board approval. A motion was made by Mr. Walters and second by Mr. Horace Bullock to approve the final map. It was a unanimous vote.

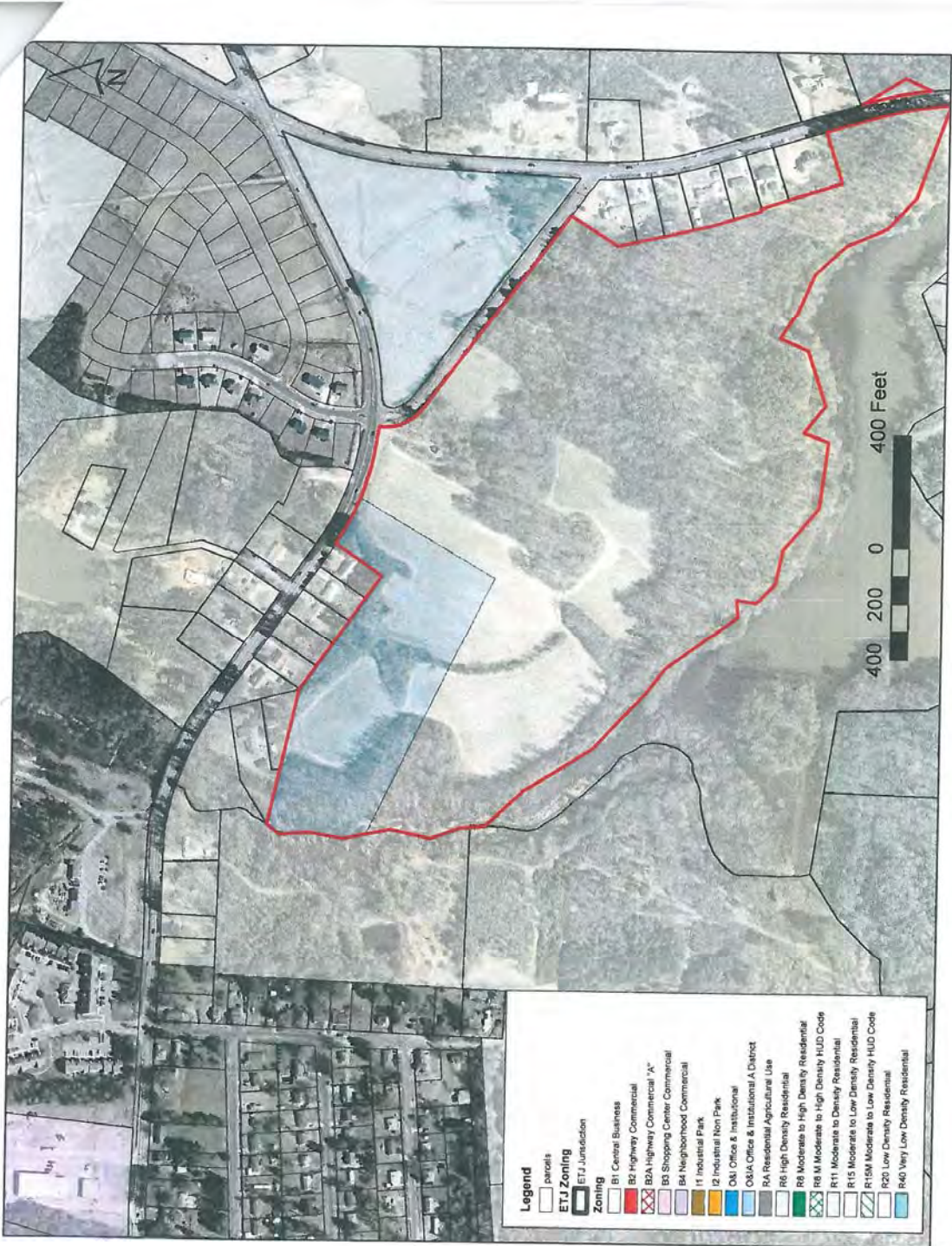
ADJOURNMENT:

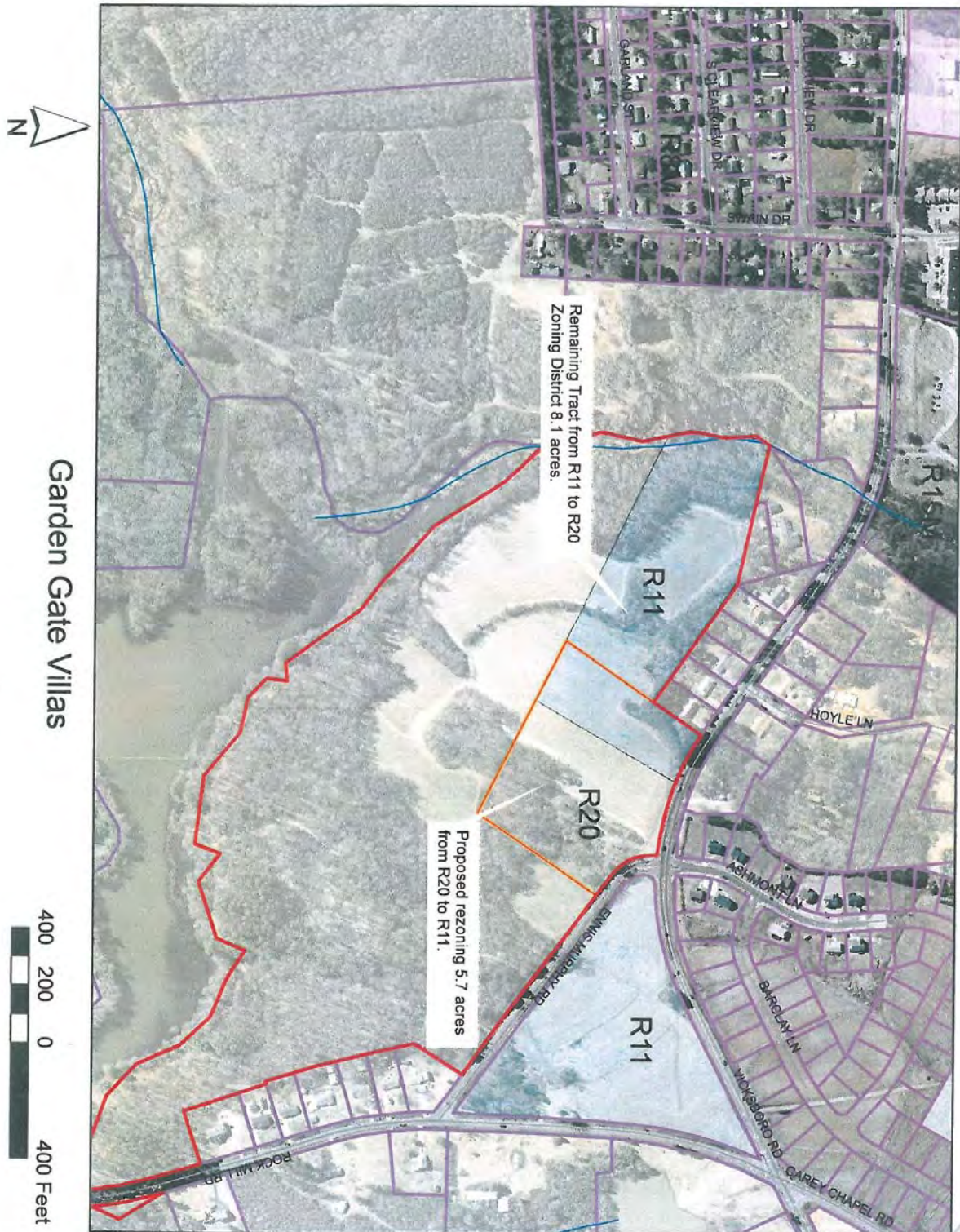
At 2:20 PM a motion to adjourn the meeting was made by Mr. Horace Bullock and second by Mr. Jimmie Ayscue. The motion was carried.

NEXT MEETING: December 7, 2015 @ 3:30 PM

Minutes respectfully submitted by

Robert Harris
Planner





Garden Gate Villa Adjacent Property Owners

NAME	NAMEZ	ADDRESS	CITY	STATE	ZIP	PIN	ACRES
ABBOTT KEVIN WAYNE		288 ROCK MILL RD.	HENDERSON	NC	27537	0536 02012	0.72
ABBOTT MORRIS R	ABBOTT HELEN E	266 ROCK MILL ROAD	HENDERSON	NC	27537	0536 02013	0.51
ABBOTT MORRIS R JR	ABBOTT KATHY	310 ROCK MILL ROAD	HENDERSON	NC	27537	0536 02011	0.50
ALSTON HEIDE BEATHER		18 ASHMONT LN	HENDERSON	NC	27537-9737	0532 02039	0.33
ARMSTRONG BERNADETTE		51 ASHMONT LN.	HENDERSON	NC	27537	0532 02030	0.37
ASHE JOHNNY W	ASHE SARAH R	50 ASHMONT RD	HENDERSON	NC	275370000	0532 02041	0.32
ASKEW DAVID V	ASKEW LISA	226 ROCK MILL RD	HENDERSON	NC	27537	0536 02014	0.51
CAREY CHAPEL CROSSING LLC		430 WOODLAND RD.	HENDERSON	NC	27536	0536 05001	10.39
CURRIN LAWRENCE E	CURRIN CAROLYN	398 SWAIN DR	HENDERSON	NC	27536	0216 01012	11.10
FALKNER JOYCE W		2358 VICKSBORO RD	HENDERSON	NC	27537	0536 03015	9.14
FRANKLIN JAMES E MRS		295 ROCK MILL RD	HENDERSON	NC	27537	0536 03012	36.12
GRESHAM STEPHEN DWIGHT	GRESHAM OLIVIA A	330 ROCK MILL RD	HENDERSON	NC	27537	0536 02024	0.46
HIRST PROPERTIES LLC		1292 US HWY 1 BYPASS S	KITTRILL	NC	27544	0216 01001	40.63
HOYLE WILLIAM D	HOYLE VIRGINIA	P O BOX 2207	HENDERSON	NC	27536	0536 02021	1.41
JACKSON CLAUDE T		100 WEST WINDS RD	MACON	NC	27551	0536 02010	66.79
KEARNEY ALFLOYD HEIRS	C*O MARGARET KEARNEY	606 VICKSBORO RD	HENDERSON	NC	27537	0536 02019	0.46
LEWIS PAUL H	BULLOCK SHIRLEY J	358 ROCK MILL RD	HENDERSON	NC	27537	0536 02029	0.90
MCDANIEL ANDREA	PADGETT TERESA	624 VICKSBORO RD	HENDERSON	NC	27537	0536 02018A	0.46
MCLEAN SHARON		33 ASHMONT RD	HENDERSON	NC	27537	0532 02029	0.35
PARRISH TIMOTHY W	PARRISH TAMMY	556 VICKSBORO RD	HENDERSON	NC	27537	0536 02027	0.51
PEACE JOSEPH		383 ROCK MILL ROAD	HENDERSON	NC	27537	0536 03033	1.24
RAMSEY CHARLES R	RAMSEY JANICE	3705 EGYPT MOUNTAIN RD	KITTRILL	NC	27544	0536 02031	0.99
ROBERSON JEREMY BRIAN	ROBERSON CORTNEY BLAIR	680 VICKSBORO RD	HENDERSON	NC	27537-9085	0536 02016	0.46
ROSS MARVIN W.III & JANET		584 VICKSBORO ROAD	HENDERSON	NC	27537	0536 02020	0.54
SALAZAR ANTELMO	SALINAS ELBA	660 VICKSBORO ROAD	HENDERSON	NC	27537	0536 02017	0.46
VARGAS-CRUZ ERICA R	CRUZ ERICA R VARGAS	450 VICKSBORO RD	HENDERSON	NC	27537	0216 01011	0.92
WHITLEY TONY H JR	WHITLEY ANGELITA	9368 HORTON HWY	COLLEGE GROVE	TX	37046	0532 02003	0.69
WILLIAMS ANGELA P		644 VICKSBORO RD	HENDERSON	NC	27537	0536 02018	0.46
WW PROPERTIES & RENTALS LLC		P O BOX 1528	HENDERSON	NC	27536	0532 02004	1.06

City Council Action Form

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



Council Meeting: 26 Oct 15 Short Reg. Meeting

9 October 2015

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: Frank Frazier, City Manager
RE: **CAF: 15-112-B**
Consideration of Approval of Ordinance 15-55, FY 15-16 Budget Amendment #10, Amending the Budget for the Triangle North Healthcare Foundation Grant in the Amount of \$20,000 to Complete the Development of the South Side Fox Pond Trail System

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Ordinance 15-55 FY 2015-2016 Budget Amendment #10, Amending the Budget for the Triangle North Healthcare Foundation Grant in the Amount of \$20,000 to Complete the Development of the South Side Fox Pond Trail System

Executive Summary

On 14 September 2015 the City Council approved Resolution 15-73 which authorized the Recreation and Parks Department to apply for the Triangle North Healthcare Foundation Grant. On 28 September 2015 the City Council approved Resolution 15-73-A which authorized the acceptance of the Triangle North Healthcare Foundation Grant Award in the amount of \$20,000. On 2 October 2015, \$20,000 was received for use toward supplies, materials and contracted services. It is now appropriate to establish a budget line item for this project.

Attachments:

1. Ordinance 15-55

O R D I N A N C E 15-55

FY 2015-2016 BUDGET AMENDMENT #10, AMENDING THE BUDGET FOR THE TRIANGLE NORTH HEALTHCARE FOUNDATION GRANT IN THE AMOUNT OF \$20,000 TO COMPLETE THE DEVELOPMENT OF THE SOUTH SIDE FOX POND TRAIL SYSTEM

WHEREAS, the City Council of the City of Henderson (Council), on 22 June 2015, adopted its FY 15-16 Operating Budget; *and*

WHEREAS, the Council has created and uses a Grants Projects Fund for active grant projects. said fund referred to as 55: Grants Projects Fund; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and grants projects fund from time-to-time, said amendment being incorporated into this Ordinance.

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

FUND: 55: Grants Fund			Ordinance 15-55 FY 15-16 Budget Amendment #10 Establishing Grant Project 55-401: Triangle North Healthcare Foundation Grant Budget Amendment #1 to this Grant			
55: GRANTS FUND REVENUES			Approved	Current	Amendment	Revised
<i>Department</i>	<i>Line Item</i>	<i>Account</i>	22-Jun-15	Budget	Amendment	Revised
401: Triangle N Hlthcr Fndtn Grnt	Panthers Challenger Grant	55-401-458227	\$ -	\$ -	\$ 20,000	\$ 20,000
Total			\$ -	\$ -	\$ 20,000	\$ 20,000
55: GRANTS FUND EXPENDITURES			Approved	Current	Amendment	Revised
<i>Department</i>	<i>Line Item</i>	<i>Account</i>	22-Jun-15	Budget	Amendment	Revised
401: Triangle N Hlthcr Fndtn Grnt	Departmenta Supplies	55-401-503300	-	-	7,500	7,500
401: Triangle N Hlthcr Fndtn Grnt	Contr Serv: Grant	55-401-504550	-	-	12,500	12,500
Total			\$ -	\$ -	\$ 20,000	\$ 20,000
<i>Variance</i>					\$ -	
Reference:			Notes:			
CAF 15-112: 14 September 2015			Consideration of Approval of Resolution 15-73 Authorizing an Application to the Triangle North Healthcare Foundation in the Amount of \$20,000 to Complete the Development of the South Side Fox Pond Trail System.			
Resolution 15-73: 14 September 2015			Authorization to apply for the aforementioned			
CAF 15-112-A: 28 September 2015			Consideration of Approval of Resolution 15-73-A Authorizing Acceptance of the Triangle North Healthcare Foundation in the Amount of \$20,000 to Complete the Development of the South Side Fox Pond Trail System.			
Resolution 15-73-A: 28 September 2015			Acceptance of the aforementioned			
			This amendment establishes the project budget for a grant awarded to the Henderson Recreation and Parks Department. The total project budget will be \$20,000. The grant will be used for departmental supplies and contracted services.			

The foregoing Ordinance 15-55, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote and received the following votes and was ** on this the ___ day of ___ 2015: YES: **. NO: **. ABSTAIN: **. ABSENT: **.

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

*Reference: Minute Book ** p. **; CAF 15-55*

Reviewed by: _____ Date: _____
Michelle A. Daniels, Interim Finance Director

Reviewed by: _____ Date: _____
Frank Frazier, City Manager

City Council Action Form

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



Council Meeting: 26 Oct 15 Short Reg. Meeting

5 October 2015

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

FR: Frank Frazier, City Manager

RE: **CAF: 15-96**
Consideration of Approval Ordinance 15-39 FY 16 BA #11, to Establish the Budget for the Pipe Repair Project

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Ordinance 15-39 FY 16 BA #11, to Establish the Budget for the Pipe Repair Project

Executive Summary:

Establishment of this CIP account will make funds available for use to repair and recoat piping at the Regional Water Plant and outlying stations. These coatings are needed to ensure the integrity of the critical piping within the buildings. Failure to perform this work now could lead to higher cost replacement of the pipes in the future. This item was discussed at the 10 August 2015 KLRWS Advisory Board meeting and there were no objections noted from the partners.

If approved, the \$100,000 for this project will be transferred from the Regional Water Reserve, leaving a balance of \$928,333.04. Attached are examples of the piping coating that needs to be performed.

Attachments:

1. Ordinance 15-39
2. Photos

O R D I N A N C E 15-39

AN AMENDMENT TO THE FY 2015-2016 BUDGET ESTABLISHING A BUDGET FOR THE PIPE REPAIR PROJECT, BUDGET AMENDMENT #11

WHEREAS, the City Council of the City of Henderson (Council), on 22 June 2015, adopted its FY 15-16 Operating Budget; *and*

WHEREAS, the Council has created and uses a Capital Improvements Fund for active capital projects related to the Kerr Lake Regional Water Plant, said fund referred to as 46: CIP - Regional Water; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and capital improvements budgets fund from time-to-time, said amendment being incorporated into this Ordinance.

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

FUND: 46: CIP - Regional Water PROJECT: 941: Pipe Repair Project Project Budget Created: 26 October 2015			Ordinance 15-39 FY 15-16 Budget Amendment #11 Budget Amendment #1 to this Capital Project			
REVENUES			Approved	Current Budget	Amendment	Revised
<i>Department</i>	<i>Line Item</i>	<i>Account</i>				
	Trans Fr: 64 Regional	46-941-461064	\$ -	\$ -	\$ 100,000	\$ 100,000
Total			\$ -	\$ -	\$ 100,000	\$ 100,000
EXPENDITURES			Approved	Current Budget	Amendment	Revised
<i>Department</i>	<i>Line Item</i>	<i>Account</i>				
	Construction	46-941-510400	\$ -	\$ -	\$ 100,000	\$ 100,000
Total			\$ -	\$ -	\$ 100,000	\$ 100,000
<i>Variance</i>					\$ -	
Reference:			Notes:			
CAF 15-96: 26 October 2015			Amendment to establish a new project to repair and recoat piping at the KLRWP and outlying stations. Total project cost estimated to be \$100,000. Revenue to come from Regional Reserve.			

The foregoing Ordinance 15-39, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote and received the following votes and was ** on this the ___ day of ___ 2015: YES: **. NO: **. ABSTAIN: **. ABSENT: **.

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk
Reference: Minute Book ** p. **; CAF 15-96





City Council Action Form

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



Council Meeting: 26 Oct 15 Regular Meeting

5 October 2015

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: Frank Frazier, City Manager
RE: **CAF: 15-97**
Consideration of Approval of Ordinance 15-40, FY 15-16 BA #12, to Close Out the Warren County Meter Relocation Project Budget.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Ordinance 15-40, FY 15-16 BA #12, to Close Out the Warren County Meter Relocation Project Budget.

Executive Summary:

Pursuant to the Regional Water Agreement, the Warren County metering facility, which was relocated on the Vance/Warren County Line, has been completed and it is now appropriate to close out the CIP Budget created to perform this work. There is \$720.50 remaining in this budget which will be transferred into the Regional Reserve Account.

Attachments:

1. Ordinance 15-40

ORDINANCE 15-40

FY 15-16 BA #12, TO CLOSE OUT THE WARREN COUNTY METER RELOCATION PROJECT BUDGET.

WHEREAS, the City Council of the City of Henderson (Council), on 22 June 2015, adopted its FY 15-16 Operating Budget; *and*

WHEREAS, the Council has created and uses a Capital Improvements Fund for active capital projects related to the Kerr Lake Regional Water Plant, said fund referred to as 46: CIP - Regional Water; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and capital improvements budgets fund from time-to-time, said amendment being incorporated into this Ordinance.

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

FUND: 46: CIP - Regional Water PROJECT: 938: Warren Co. Meter Re-location Project Budget Created: 14 June 2010			Ordinance 15-40 FY 15-16 Budget Amendment #12 Part 1(a) Transfer			
REVENUES			14-Jun-10	Current Budget	Amendment	Revised
<i>Department</i>	<i>Line Item</i>	<i>Account</i>				
	Investment Income	46-938-444010	\$ -	\$ 100	\$ -	\$ 100
	Trans Fr: 64 Regional	46-466-461067	\$ 100,000	\$ -	\$ -	\$ -
	Trans Fr: 64 Regional	46-938-461064	\$ -	\$ 100,000	\$ -	\$ 100,000
	Fund Balance Appropriated	46-938-491000	\$ -	\$ 12,000	\$ -	\$ 12,000
Total			\$ 100,000	\$ 112,100	\$ -	\$ 112,100
EXPENDITURES			14-Jun-10	Current Budget	Amendment	Revised
<i>Department</i>	<i>Line Item</i>	<i>Account</i>				
	Legal/Admin	46-938-510200	\$ 5,000	\$ 1,100	\$ (625)	\$ 475
	Engineering	46-938-510301	\$ -	\$ 3,000	\$ -	\$ 3,000
	Construction	46-938-510400	\$ 95,000	\$ 108,000	\$ (96)	\$ 107,904
	Trans To: 64 Regional	46-938-561064	\$ -	\$ -	\$ 721	\$ 721
Total			\$ 100,000	\$ 112,100	\$ -	\$ 112,100
Variance					\$ -	
Reference:			Notes:			
Ordinance 10-34; BA#3; 14 June 2010			Project Ordinance was established			
CAF 12-54; Ord 12-29; BA #39; 9 April 2010			Budget amended to provide for \$100 of investment income			
CAF 13-19; Ord 13-13; BA #26; 11 March 2013			This amendment serves to amend the project budget due to bids coming in over the amount of the original budget and to re-align the revenue accounts to correspond to the project codes for ease in tracking budget status.			
CAF15-97; Ord 15-40; BA#12; 26 Oct 2015			This part of the ordinance serves to show the remaining balance of the project to be transferred to the Regional Water Fund.			

FUND: 46: CIP - Regional Water
 PROJECT: 938: Warren Co. Meter Re-location
 Project Budget Created: 14 June 2010

Ordinance 15-40
 FY 15-16 Budget Amendment #12
 Budget Amendment #4 to this Capital Project
 Part 1(b) Close-out Amendment

REVENUES			14-Jun-10	Current Budget	Amendment	Revised
Department	Line Item	Account				
	Investment Income	46-938-444010	\$ -	\$ 100	\$ (100)	\$ -
	Trans Fr: 64 Regional	46-466-461067	\$ 100,000	\$ -	\$ -	\$ -
	Trans Fr: 64 Regional	46-938-461064	\$ -	\$ 100,000	\$ (100,000)	\$ -
	Fund Balance Appropriated	46-938-491000	\$ -	\$ 12,000	\$ (12,000)	\$ -
Total			\$ 100,000	\$ 112,100	\$ (112,100)	\$ -

EXPENDITURES			14-Jun-10	Current Budget	Amendment	Revised
Department	Line Item	Account				
	Legal/Admin	46-938-510200	\$ 5,000	\$ 475	\$ (475)	\$ -
	Engineering	46-938-510301	\$ -	\$ 3,000	\$ (3,000)	\$ -
	Construction	46-938-510400	\$ 95,000	\$ 107,904	\$ (107,904)	\$ -
	Trans To: 64 Regional	46-938-561064	\$ -	\$ 721	\$ (721)	\$ -
Total			\$ 100,000	\$ 112,100	\$ (112,100)	\$ -
<i>Variance</i>					\$ -	

Reference:	Notes:
Ordinance 10-34; BA#3; 14 June 2010	Project Ordinance was established
CAF 12-54; Ord 12-29; BA #39; 9 April 2010	Budget amended to provide for \$100 of investment income
CAF 13-19; Ord 13-13; BA #26; 11 March 2013	This amendment serves to amend the project budget due to bids coming in over the amount of the original budget and to re-align the revenue accounts to correspond to the project codes for ease in tracking budget status.
CAF15-97; Ord 15-40; BA#12; 26 Oct 2015	This budget amendment serves to close out this project.

FUND: 64: Regional Water

Ordinance 15-40
 FY 15-16 Budget Amendment #12
 Part 1(c) Transfer

REVENUES			22-Jun-15	Current Budget	Amendment	Revised
Department	Line Item	Account				
	Trans Fr: 46 CIP Regional	64-980-461046	\$ -	\$ -	\$ 721	\$ 721
Total			\$ -	\$ -	\$ 721	\$ 721

EXPENDITURES			22-Jun-15	Current Budget	Amendment	Revised
Department	Line Item	Account				
Non-Departmental	Reserve	64-660-900999	\$ -	\$ 17,300	\$ 721	\$ 18,021
Total			\$ -	\$ 17,300	\$ 721	\$ 18,021
<i>Variance</i>					\$ -	

Reference:	Notes:
CAF15-97; Ord 15-40; BA#12; 26 Oct 2015	This part of the ordinance serves to balance the transfer to the Regional Water Fund established in Part 1(a).

The foregoing Ordinance 15-40, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote and received the following votes and was ** on this the ___ day of ___ 2015: YES: **. NO: **. ABSTAIN: **. ABSENT: **.

James D. O'Geary, Mayor

ATTEST:

 Esther J. McCrackin, City Clerk

Reference: Minute Book ** p. **; CAF 15-97

City Council Action Form

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



Council Meeting: 26 Oct 15 Work Session

19 October 2015

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

FR: Frank Frazier, City Manager

RE: **CAF 15-119**

Consideration of Approval of Resolution 15-77, Supporting Warren County's Efforts to Refinance the USDA Debt for Their Water/Sewer District II, Including the Portion Installed as a Part of the Water System Agreement

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

CV 8: Teamwork and Collaborative Efforts: We value teamwork and collaborative efforts with our fellow workers, stakeholders, and partners and believe that through such efforts we will be better able to achieve our goals and objectives.

KSO 8: To Provide Reliable, Dependable Infrastructure.

Recommendation:

- Approval of Resolution 15-77, Supporting Warren County's Efforts to Refinance the USDA Debt for Their Water/Sewer District II, Including the Portion Installed as a Part of the Water System Agreement

Executive Summary

In accordance with the Water System Management Agreement dated October 2, 2000, the city is currently reimbursing Warren County for a portion of water mains that were installed in Vance County and which the City has existing water customers. It was financed through USDA by Warren County and they are currently studying a potential refinancing of their debt for District II, including this portion, and seeking the City's support.

Per Warren County Manager Linda Worth's letter, the terms would not be extended and the interest rate would be lowered resulting in reduced payments for the City of Henderson and Warren County. Also, the City of Henderson would not incur any cost relative to the debt refinancing. It is being recommended by Staff that we support this resolution.

CAF 15-119: 26 October 2015 Work Session

Page 1 of 17

Attachments:

1. Resolution 15-77
2. Warren County Manager Linda Worth's Correspondence
3. 2000 Water System Management Agreement

RESOLUTION 15-77

SUPPORTING WARREN COUNTY'S EFFORTS TO REFINANCE THE USDA DEBT FOR THEIR WATER/SEWER DISTRICT II, INCLUDING THE PORTION INSTALLED AS A PART OF THE WATER SYSTEM AGREEMENT

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 the following Core Values and KSO's: **CV 8:** Teamwork and Collaborative Efforts: We value teamwork and collaborative efforts with our fellow workers, stakeholders, and partners and believe that through such efforts we will be better able to achieve our goals and objectives. **KSO 8:** To Provide Reliable, Dependable Infrastructure; *and*

WHEREAS, the City entered into a Water System Management Agreement on October 2, 2000 relative to the construction of water distribution lines from the Regional Water Line to Warren County; *and*

WHEREAS, a portion of the above mentioned main in Vance County is being paid by the City of which it maintains an existing customer base; *and*

WHEREAS, the pro rata part of the project was \$170,000 bearing an interest rate of 5.4%; *and*

WHEREAS, the agreement states that the Manager, the City, shall make such pro rata debt payments to the Owner, Warren County, for the life of the project indebtedness, including any refinancing thereof, which refinancing shall be approved also by the Manager; *and*

WHEREAS, the term in years would not be extended and the interest rate would be lowered resulting in reduced payments for the City; *and*

WHEREAS, there would be no costs incurred by the City as a result of the refinancing.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF HENDERSON DOES HEREBY support the potential refinancing of USDA Debt for Warren County's Water/Sewer District II debt and authorizes the Mayor to sign effecting said support.

The foregoing Resolution 15-77, 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

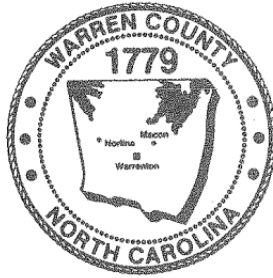
ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book 44, p ***; CAF 15-119*



WARREN COUNTY BOARD OF COMMISSIONERS

602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

August 20, 2015

RECEIVED
AUG 24 2015
BY: *PSP*

Barry Richardson, Chairman
Jennifer Jordan, Vice Chairman
Bertadean Baker
Tare Davis
Victor Hunt

Linda T. Worth
County Manager

Angelena Kearney-Dunlap
Clerk to the Board

Mr. Frank Frazier
City Manager
City of Henderson
P.O. Box 1434
Henderson, NC 27536

Re: Proposed Refinancing of 2002 USDA Loan
(Warren County W/S District II)

Dear Frank:

Thank you for your letter of August 11, 2015 in response to our discussion regarding the potential refinancing of USDA debt for Warren County's Water/Sewer District II which would include the portion installed as a part of the Water System Management Agreement dated October 2, 2000. In response to your questions, please be advised that if the subject debt is refinanced, the term in years would not be extended and the interest rate would be lowered resulting in reduced payments for the City of Henderson and Warren County. Additionally, the City of Henderson would not incur any cost relative to the debt refinancing.

Again, I thank you for your prompt response, and I too look forward to our continued good working relationship. Please don't hesitate to contact me should you have any additional questions or concerns.

Sincerely,

Handwritten signature of Linda T. Worth in cursive.

Linda T. Worth
County Manager

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

"This institution is an equal opportunity provider and employer."

WATER SYSTEM MANAGEMENT AGREEMENT

This contract for the operation and management of water system improvements is entered into as of the 29th day of October, 2000, between the City of Henderson, 180 Beckford Drive, Henderson, North Carolina 27536, hereinafter referred to as the "Manager" and Warren County P.O Box 619, Warrenton, North Carolina 27589, hereinafter referred to as the "Owner",

WITNESSETH:

Whereas, the Owner is a political Subdivision of the State of North Carolina organized and established under the provisions of the Constitution and Laws of the State of North Carolina, with the power to construct and operate a water supply distribution system serving water users within the areas described in plans now on file in the Office of the Owner and to accomplish this purpose, the Owner will require assistance in operation and management of the system, and

Whereas, the Manager (a North Carolina Municipal Corporation) owns and operates a water supply distribution system serving the present customers of the Manager's system and is also capable of operating a water supply distribution system to serve the Owner's proposed customers located within the County of Vance (hereinafter referred to as a portion of District II) as shown in the plans of the system now on file in the office of the Owner, and

Whereas, the owner has contracted to construct water distribution lines into District II of Warren County, utilizing in part a new transmission line leading from Manager's Regional Water System transmission line and running thence in a Northeasterly direction to Warren County near the Drewry Community, and

Whereas, Warren County has obtained grant and loan funds from the State of North Carolina (Clean Water Bond) and from the USDA to construct said system of lines (including the line leading from the Regional Water System line and running thence in a Northeasterly direction to Warren County near the Drewry Community), and

Whereas, pursuant to Amendment #4 of the Regional Water Agreement, the City of Henderson is to manage and operate said line leading from the Regional Water System line and running thence in a Northeasterly direction to Warren County near Drewry, together with all water distribution lines leading from the same in Vance County (and is to own the same when the loans herein set forth are paid); and

Whereas, by motion of the Henderson City Council passed on the 25th day of September 2000, the execution of this contract by the City of Henderson was duly authorized, and

Whereas, by motion of the Warren County Board of Commissioners passed on the 2nd day of October 2000, the execution of this contract by the chairman of Warren County Commissioners, was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties agree as follows but only relative to that portion of the Owner's distribution system lying between the Regional Water System in Vance County and running Northeasterly to the Warren County line at Drewry (and the customers served by said portion of said system):

A. The Manager Agrees:

1. (Water Supply) To furnish during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of North Carolina Department of Environment, Health and Natural Resources in such quantity as may be reasonably required to serve the customers of the Project, subject to the obligations of the Manager to serve other customers (including those in its City limits) as proved by law and by applicable contracts and ordinances.
2. (Water Pressure) That water will be furnished at a reasonably constant pressure. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Manager from this provision for such reasonable period of time as may be necessary to restore service.
3. To provide all maintenance required for the Project in accordance with Manager's typical maintenance practices for its own water supply distribution system and the Regional Water System.
4. To provide all routine, special and emergency repairs required for the Project in accordance with Manager's typical repair practices for its own water supply distribution system.
 - a. Exceptions shall be for repairs required to be effected by the Owner's contractor as a result of the Owner's construction contract warranties.
 - Manager shall stabilize situation, if possible, until Owner's contractor arrives to complete repair.
 - If situation cannot be adequately stabilized and/or a reasonable level of service maintained to the Manager's and Owner's customers, the Manager shall cause the necessary repair to be completed at least to the extent that a reasonable level of service can be restored within a reasonable period of time, and the Manager shall bill the Owner for all expensed thus incurred.

5. To maintain adequate data relative to said portion of the owner's Project for appropriate financial and operational statistics, in a manner so as to be retrievable in monthly or annual periods. The record of data shall be available for inspection by, the use of and reliance upon, by the Owner and the Owner's Federal financing agency for the Project.
6. To be responsible for obtaining and maintaining all necessary licenses, certifications and accreditation's as may be necessary by Federal, State and local laws to operate, maintain and/or manage said portion of the Project. The Manager shall accomplish this in conjunction with all similar requirements for its own water supply distribution system and/or the Regional Water System.
7. To provide amounts and type of insurance for said portion of the owner's Project and the Manager's employees, including but not limited to liabilities, indemnities, worker's compensation, health, life and fidelity_ all to be provided in accordance with similar types of insurance provided by the Manager for operation and management of his own water supply distribution system and other activities.
8. To operate said portion of the Project, in conjunction with Manager's own water supply distribution system, on an annual budget and customer user fee schedule adopted by the Manager's governing body.
 - a. Manager shall initially charge all customers of the Project (and any extension thereof) according to the rate schedule adopted by the Manager. The fee schedule shall be increased if so implemented by the Manager.
 - b. The Manager may elect to modify the rate schedule, in its sole discretion, for the customers of said portion of the project as well as its own water supply distribution system customers.
9. To read individual meters of the customers served by said portion of the Project, invoice those customers and collect revenues including meter deposits therefrom on a routine basis in conjunction with the Manager's own water supply distribution system invoicing and collection practices.
10. To issue payment to the Owner at regular intervals for the Owner's prorata part (based on lineal footage) of owners debt payment associated with the Project. (prorated as to the portion covered by this agreement, which proration is to be \$170,000.00 bearing interest of 5.4% interest repayable over a 40 year period).
 - a. Owner's debt payment amount associated with the Project shall equate to the proportional percentage of the Owner's total loan to grant ratio applied to the actual cost associated

District
2

with the development and construction of the Project, plus interest at the rate established by the Owner's loan.

- b. Manager shall make such prorata debt payments to the Owner for the life of the Project indebtedness, including any refinancing thereof (which refinancing shall be approved also by Manager).
 - c. Manager may elect to prepay remaining debt payments, at any time, in such amount that when combined with earnings from investment will satisfy the Owner's future debt payment associated with said portion of the Project.
 - d. Should the Owner elect to prepay (other than by refinancing) his remaining indebtedness for the Project, he shall notify the Manager at least six (6) months prior to the intended pay-off date so as to allow the Manager adequate opportunity to arrange for Manager's prorata prepayment of the remaining Project indebtedness to the Owner.
 - e. Intervals for Manager's payments to the Owner shall be defined as the Owner's debt repayment schedule with payments due to the Owner fourteen (14) days prior to the Owner's payment due dates.
11. Warren County will obtain alternative bids relative to constructing that portion of the line leading from the Regional Water System transmission line Northeasterly through Vance County to Drewry (together with any distribution lines leading therefrom in Vance County), said alternative bids being first for PVC pipe and secondly for the use of ductile iron pipe, and shall advise the City of Henderson promptly upon receipt of the bids as to the alternative prices. The City of Henderson will have at least 28 days thereafter to determine whether it desires to upgrade that portion of the line from PVC pipe to ductile iron pipe and in the event the City of Henderson elects to utilize ductile iron pipe in said portion of said line, the City of Henderson shall pay to Warren County the costs of such upgrade (determined by the difference in the alternative bids) on or before Owner's payment to the contractor is due for the same, (said cost being estimated to be \$100,000.00).

B. The Owner Agrees:

1. To construct said portion of the Project of materials and methods consistent with the standard specifications of the Manager to extent possible in accordance with Federal funding guidelines and other State and local laws.
2. To guarantee access to the Project construction by authorized representatives of the Manager for the purpose of observation of the work.

- a. Neither the manager, nor his representatives, shall have any supervisory control or authority over the exercise of the construction work. However, they shall be granted communication concerning the work with the Owner, his engineer and the engineer's inspectors. Where feasible, the Owner, and his agents, shall consider and attempt to comply with requests made by the Manager regarding construction of the Project; provided, however, said portion of the Project shall be constructed in accordance with plans and specifications approved by Manager before Manager shall be obligated to accept responsibility for the same.
 3. To provide copies of record drawings, shop drawings, inspection reports, and other record construction documents to the Manager as construction progresses.
 - a. Complete record drawings shall be provided at the completion of construction.
 4. To collect tap-on fees from all initial customers of the Project (defined as those customers whose water service is installed as a portion of the water distribution system construction contract) and remit those relating to the line (and distribution lines therefrom in Vance County) covered by this Agreement to the Manager.
 - a. The Owner agrees that for any potential new customer to be added to the system within said portion of the Project after substantial completion of the same, the tap-on fee and meter account deposit shall be paid directly to the Manager by the potential new customer.
 - b. Meter account deposit amount and tap on fees for all customers within the Project shall be set by the Manager.
 5. To obtain alternative bids relative to that portion of the line leading from the Regional Water System transmission line Northeasterly through Vance County to Drewry (together with any distribution lines leading therefrom in Vance County), said alternative bids being first for PVC pipe and secondly for the use of ductile iron pipe, and shall advise the City of Henderson promptly upon receipt of the bids as to the alternative prices; the City of Henderson will have 28 days thereafter to determine whether it desires to upgrade said pipe from PVC to ductile iron by agreeing to pay the difference between the alternative bids.
- C. It is further mutually agreed between the Manager and the Owner as follows:
1. (Term of Contract) That this contract shall extend for a term (whichever occurs earlier) of:

- a. Forty (40) years from the date of the initial delivery of any water as shown by the first bill submitted by the Manager to the Project customers, or
 - b. Until the Project indebtedness has been paid in full to the Owner by the Manager.
2. (Delivery of Service) That thirty (30) days prior to the estimated date of completion of construction of the Project, the Owner will notify the Manager in writing the date for the initiation of service.
3. (Failure to Deliver Water) That the Manager will, at all times, operate and maintain said portion of the system in an efficient manner and will take such action as may be necessary to furnish the Project customers with quantities of water as required by the Regional Water Agreement. Temporary or partial failures to deliver water shall be remedied with all possible dispatch.
4. (Modification of Contract) That the provisions of this contract may be modified or altered by mutual agreement between the Manager and Owner.
5. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Manager and Owner will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
6. (Future Improvement to Project Facilities) That the Manager shall be responsible for all future improvements to existing facilities constructed as said portion of the Project, including extensions thereof and additional customers thereto. The Manager's responsibilities shall include, but not limited to, planning, easements, construction, financing and ownership.
7. (Future Service Expansion) That all request's for water supply distribution system extension or individual water service within said portion of Project that are granted after the "initial customer cut-off" date, shall be made to and granted by the Manager.
 - a. Any extensions so granted shall be made in the name of the Manager and will become a portion of the Manager's own water supply distribution system upon acceptance of improvement construction and placing into operation.
 - b. Individual water service requests so granted, whether connected to existing or proposed water supply distribution system, shall become customers of the Manager's own water supply distribution system upon payment of tap-on fee and meter account deposit to the Manager.

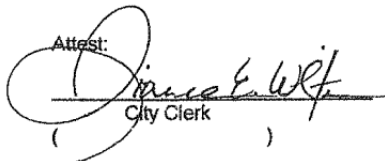
8. (Manager's Compensation) That as a result of the fulfillment of other terms of this agreement, the Manager's compensation for services rendered hereunder shall be:
- a. The Manager's privilege to retain remaining revenues collected from the initial Project customers and other future customers of the area served by said portion of the Project, for the Manager's sole discretionary use in conjunction with revenues collected as a result of the operation of its own water supply distribution system.
 - b. Both the Manager and Owner mutually agree that the ownership of the water line leading from the Regional Water System line Northeasterly through Vance County to Drewry (together with any other distribution lines leading therefrom in Vance County constructed by Owner as part of this Project) shall be automatically vested (without any further documentation) in the City of Henderson upon either (whichever occurs earlier) (1) the date 40 years from the 1st loan payment by Manager to Owner hereunder or (2) the end of the life of the Project financing loan (including early payoff or refinancing thereof), in return for considerations previously paid to the Owner in accordance with the terms of this agreement.
9. A master meter for Warren County shall be placed at the Warren County line near Drewry (supplementing Warren County's meter on US#1) and Warren County shall pay the City of Henderson for all water passing through the same (and Warren County's other meters) on the same basis and on the same terms as provided in the Regional Water Agreement (as previously amended).
10. All potential customers on the South side of said Drewry master meter (including, but not limited to, those on State Roads 1369, 1370, and 1400) will be customers of the City of Henderson.
- The potential customers located on the North side of the Drewry master meter will be customers of Warren County (including those located in Vance County with driveways on or North of State Roads 1366; 1367, 1368, and 1383 to the extent that the City of Henderson has not then made water available to the respective area).
11. The Regional Water Agreement (and particularly Amendment #4 to the same) is hereby modified as between the City of Henderson and Warren County but only to the extent necessary to make the same not inconsistent with the terms of this Agreement.
12. (Miscellaneous) That the construction of the water supply distribution system by the Owner is being financed by a loan made or insured by, and/or a grant from, the United States of America,

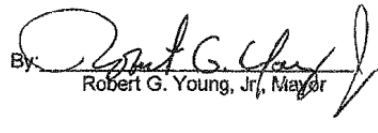
acting through the United States Department of Agriculture, and the provisions hereof pertaining to the undertaking of the Owner are conditioned upon the approval, in writing, of the State Director of the United States Department of Agriculture, Rural Development, acting on behalf of Rural Utilities Service; any failure to give such written approval shall be waived in the event the same does not occur before it provides grant or loan funding to the Owner.

13. (Successors) That in the event of any occurrence rendering either party incapable of performing under this contract, any successor thereof, whether the result of legal process, assignment or otherwise shall succeed to the rights of the affected party hereunder.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three (3) counterparts, each of which shall constitute an original.

Manager: City of Henderson

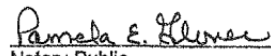
Attest: 
City Clerk

By: 
Robert G. Young, Jr., Mayor

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, Pamela E. Glover, a Notary Public in and for said County and State, do hereby certify that Dianne E. White personally came before me this day and acknowledged that she is City Clerk of the City of Henderson and that by the authority duly given and as an act of said municipal corporation, the foregoing instrument was signed by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and official seal, this the 28th day of September, 2000.

 (SEAL)
Notary Public
My Commission Expires: 6/22/2004

Owner: Warren County

Attest:
10-2-00 A. Kearney, Jr.
Secretary to Board of
Commissioners

By: Harry A. Williams, Jr.
Chairman of Warren County
Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF WARREN

I, Dottie P. McQueen, a Notary Public in and for said County and State, do hereby certify that the Secretary to the Board of Commissioners personally came before me this day and acknowledged that she is Secretary to the Board of Commissioners for the City of Warrenton and that by the authority duly given and as an act of said municipal corporation, the foregoing instrument was signed by its Chairman, sealed with its corporate seal and attested by its Secretary to the Board of Commissioners.

Witness my hand and official seal, this 2nd day of October, 2000.

Dottie P. McQueen (SEAL)
Notary Public
My Commission Expires: 10/13/03

Warren County Water Line Amortization

Compound Period: Annual

Nominal Annual Rate: 5.125 %
 Effective Annual Rate ...: 5.125 %
 Periodic Rate: 5.1250 %
 Daily Rate: 0.01404 %

CASH FLOW DATA

Event	Start Date	Amount	Number Period	End Date
1 Loan	06/01/2002	174,696.16	1	
2 Payment	06/01/2003	10,355.81	40 Annual	06/01/2042

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 06/01/2002				174,696.16
2002 Totals	0.00	0.00	0.00	
1 06/01/2003	10,355.81	8,953.18	1,402.63	173,293.53
2003 Totals	10,355.81	8,953.18	1,402.63	
2 06/01/2004	10,355.81	8,881.29	1,474.52	171,819.01
2004 Totals	10,355.81	8,881.29	1,474.52	
3 06/01/2005	10,355.81	8,805.72	1,550.09	170,268.92
2005 Totals	10,355.81	8,805.72	1,550.09	
4 06/01/2006	10,355.81	8,726.28	1,629.53	168,639.39
2006 Totals	10,355.81	8,726.28	1,629.53	
5 06/01/2007	10,355.81	8,642.77	1,713.04	166,926.35
2007 Totals	10,355.81	8,642.77	1,713.04	
6 06/01/2008	10,355.81	8,554.98	1,800.83	165,125.52
2008 Totals	10,355.81	8,554.98	1,800.83	
7 06/01/2009	10,355.81	8,462.68	1,893.13	163,232.39
2009 Totals	10,355.81	8,462.68	1,893.13	
8 06/01/2010	10,355.81	8,365.66	1,990.15	161,242.24
2010 Totals	10,355.81	8,365.66	1,990.15	
9 06/01/2011	10,355.81	8,263.66	2,092.15	159,150.09
2011 Totals	10,355.81	8,263.66	2,092.15	
10 06/01/2012	10,355.81	8,156.44	2,199.37	156,950.72

Warren County Water Line Amortization

Date	Payment	Interest	Principal	Balance
2012 Totals	10,355.81	8,156.44	2,199.37	
11 06/01/2013	10,355.81	8,043.72	2,312.09	154,638.63
2013 Totals	10,355.81	8,043.72	2,312.09	
12 06/01/2014	10,355.81	7,925.23	2,430.58	152,208.05
2014 Totals	10,355.81	7,925.23	2,430.58	
13 06/01/2015	10,355.81	7,800.66	2,555.15	149,652.90
2015 Totals	10,355.81	7,800.66	2,555.15	
14 06/01/2016	10,355.81	7,669.71	2,686.10	146,966.80
2016 Totals	10,355.81	7,669.71	2,686.10	
15 06/01/2017	10,355.81	7,532.05	2,823.76	144,143.04
2017 Totals	10,355.81	7,532.05	2,823.76	
16 06/01/2018	10,355.81	7,387.33	2,968.48	141,174.56
2018 Totals	10,355.81	7,387.33	2,968.48	
17 06/01/2019	10,355.81	7,235.20	3,120.61	138,053.95
2019 Totals	10,355.81	7,235.20	3,120.61	
18 06/01/2020	10,355.81	7,075.26	3,280.55	134,773.40
2020 Totals	10,355.81	7,075.26	3,280.55	
19 06/01/2021	10,355.81	6,907.14	3,448.67	131,324.73
2021 Totals	10,355.81	6,907.14	3,448.67	
20 06/01/2022	10,355.81	6,730.39	3,625.42	127,699.31
2022 Totals	10,355.81	6,730.39	3,625.42	
21 06/01/2023	10,355.81	6,544.59	3,811.22	123,888.09
2023 Totals	10,355.81	6,544.59	3,811.22	
22 06/01/2024	10,355.81	6,349.26	4,006.55	119,881.54
2024 Totals	10,355.81	6,349.26	4,006.55	
23 06/01/2025	10,355.81	6,143.93	4,211.88	115,669.66
2025 Totals	10,355.81	6,143.93	4,211.88	
24 06/01/2026	10,355.81	5,928.07	4,427.74	111,241.92
2026 Totals	10,355.81	5,928.07	4,427.74	
25 06/01/2027	10,355.81	5,701.15	4,654.66	106,587.26
2027 Totals	10,355.81	5,701.15	4,654.66	

Warren County Water Line Amortization

Date	Payment	Interest	Principal	Balance
26 06/01/2028	10,355.81	5,462.60	4,893.21	101,694.05
2028 Totals	10,355.81	5,462.60	4,893.21	
27 06/01/2029	10,355.81	5,211.82	5,143.99	96,550.06
2029 Totals	10,355.81	5,211.82	5,143.99	
28 06/01/2030	10,355.81	4,948.19	5,407.62	91,142.44
2030 Totals	10,355.81	4,948.19	5,407.62	
29 06/01/2031	10,355.81	4,671.05	5,684.76	85,457.68
2031 Totals	10,355.81	4,671.05	5,684.76	
30 06/01/2032	10,355.81	4,379.71	5,976.10	79,481.58
2032 Totals	10,355.81	4,379.71	5,976.10	
31 06/01/2033	10,355.81	4,073.43	6,282.38	73,199.20
2033 Totals	10,355.81	4,073.43	6,282.38	
32 06/01/2034	10,355.81	3,751.46	6,604.35	66,594.85
2034 Totals	10,355.81	3,751.46	6,604.35	
33 06/01/2035	10,355.81	3,412.99	6,942.82	59,652.03
2035 Totals	10,355.81	3,412.99	6,942.82	
34 06/01/2036	10,355.81	3,057.17	7,298.64	52,353.39
2036 Totals	10,355.81	3,057.17	7,298.64	
35 06/01/2037	10,355.81	2,683.11	7,672.70	44,680.69
2037 Totals	10,355.81	2,683.11	7,672.70	
36 06/01/2038	10,355.81	2,289.89	8,065.92	36,614.77
2038 Totals	10,355.81	2,289.89	8,065.92	
37 06/01/2039	10,355.81	1,876.51	8,479.30	28,135.47
2039 Totals	10,355.81	1,876.51	8,479.30	
38 06/01/2040	10,355.81	1,441.94	8,913.87	19,221.60
2040 Totals	10,355.81	1,441.94	8,913.87	
39 06/01/2041	10,355.81	985.11	9,370.70	9,850.90
2041 Totals	10,355.81	985.11	9,370.70	
40 06/01/2042	10,355.81	504.91	9,850.90	0.00
2042 Totals	10,355.81	504.91	9,850.90	
Grand Totals	414,232.40	239,536.24	174,696.16	

Last interest amount increased by 0.05 due to rounding.

City Council Action Form

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



Council Meeting: 26 Oct 15 Short Reg. Meeting

14 October 2015

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

FR: Frank Frazier, City Manager

RE: **CAF: 15-122**

Consideration of Approval and/or Re-adoption of Multiple Resolutions (listed below), as a Requirement of the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Infrastructure; CDBG Infrastructure Project (Newton Dairy Road/Birch and Bobbitt Street Sewer Extension Project).

R15-78 Section 504 Grievance Procedure

R15-79 Anti-displacement and Relocation Assistance Plan 2015

R15-80 Citizen Complaint Procedure

R15-81 Citizen Participation Plan

R15-82 Fair Housing Plan

R15-83 LAP Language Access Plan

R15-84 Section 3 Jobs Initiative Plan

R15-85 Section 504 Self Evaluation Plan

R15-86 Equal Opportunity and Procurement Plan

R15-87 Excessive Force Policy

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval and/or Re-adoption of Multiple Resolutions (listed below), as a Requirement of the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Infrastructure; CDBG Infrastructure Project (Newton Dairy Road/Birch and Bobbitt Street Sewer Extension Project).

CAF 15-122: 26 October 2015 Council Meeting

Page 1 of 73

R15-78 Section 504 Grievance Procedure
R15-79 Anti-displacement and Relocation Assistance Plan 2015
R15-80 Citizen Complaint Procedure
R15-81 Citizen Participation Plan
R15-82 Fair Housing Plan
R15-83 LAP Language Access Plan
R15-84 Section 3 Jobs Initiative Plan
R15-85 Section 504 Self Evaluation Plan
R15-86 Equal Opportunity and Procurement Plan
R15-87 Excessive Force Policy

Executive Summary:

The City Council approved Resolution 14-10-A on 11 August 2014 authorizing the re-submission of an application to the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Infrastructure for a CDBG Infrastructure grant which was composed of the Newton Dairy Gravity Sewer Extension and Birch and Bobbitt Streets sewer extension projects. CDBG approved this project for funding on January 15, 2015 and the City Council approved Resolution 15-49 to provide adequate funding and the Contract with CDBG was Executed by the Mayor on June 11, 2015.

Below is a summary of the project:

Newton Dairy Road Gravity Sewer Extension and Birch and Bobbitt Streets' Sewer Extension. The Newton Dairy Road Project would eliminate an aging pump station and the Birch and Bobbitt Streets' project would extend sewer into an area with failing septic systems. The estimated cost for both projects is \$1,532,400.

Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environment & Natural Resources (NCDENR) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363.

As part of the CDBG program multiple resolutions must be adopted by City Council and be in effect for the full term of the project. Many of these resolutions are currently in place but, due to CDBG's programmatic approach to revise these policies, council must re-adopt these policies with revisions every 3 years. Therefore staff thinks it is in the City's best interest to approve all

the fore-mentioned Resolutions at one time to guarantee that the project can be completed and that no policy is expiring in the middle of the project.

Enclosure:

1. Resolution 15-78
2. Resolution 15-79
3. Resolution 15-80
4. Resolution 15-81
5. Resolution 15-82
6. Resolution 15-83
7. Resolution 15-84
8. Resolution 15-85
9. Resolution 15-86
10. Resolution 15-87

RESOLUTION 15-78

ADOPTING A SECTION 504 GRIEVANCE PROCEDURE

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV 11: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt a Section 504 Grievance Procedure; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting this plan, being more fully articulated in **Attachment A** to this resolution, the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY Adopt the Section 504 Grievance Procedure.

The foregoing Resolution 15-78 upon motion of Council Member and second by Council Member, and having been submitted to a roll call vote received the following votes and was _____ on this the 26th day of October 2015: YES:. NO:. ABSTAIN: None. ABSENT:

Mayor: James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney
Reference: Minute Book, p; CAF 15-123

CITY OF HENDERSON

**POLICY OF NONDISCRIMINATION
ON THE BASIS OF
HANDICAPPED STATUS**

The City of Henderson does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

**Corey Williams, Development Services Director
City of Henderson
134 Rose Avenue
PO Box 1434
Henderson, NC 27536
Phone: (252) 430-5703
TDD:**

**Corey Williams, Development Services Director
has been designated to coordinate compliance with the
nondiscrimination requirements contained in the Department of
Housing and Urban Development's (HUD) regulations implementing
Section 504 (24 CFR Part 8. dated June 2, 1988).**

**City of Henderson
134 Rose Avenue
PO Box 1434
Henderson, NC 27536**

SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE

The Governing Body of the City of Henderson, North Carolina, hereby designates COREY WILLIAMS, DEVELOPMENT SERVICES DIRECTOR, to serve as Section 504 Compliance Officer throughout the implementation of the City of Henderson Community Development Program.

Citizens with Section 504 grievances may do so at any point in the program. The City of Henderson will respond in writing to written citizen grievances. Citizen grievances should be mailed to: COREY WILLIAMS, DEVELOPMENT SERVICES DIRECTOR, 134 Rose Ave., PO Box 1434, Henderson, NC 27536, phone: 252-430-5703. The City of Henderson will respond to all written citizen grievances within ten (10) calendar days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any action prohibited under Section 504, a meeting with the compliance officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If the citizen is dissatisfied with the local response, they may write to the North Carolina Department of Environment and Natural Resources, Division of Water Infrastructure, 1633 Mail Service Center, Raleigh, North Carolina 27699, Phone: (919) 707-9160

RESOLUTION 15-79

A RESOLUTION TO ADOPT AN ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV 11: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt an Antidisplacement and Relocation Assistance Plan; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting this plan, being more fully articulated in **Attachment A** to this resolution, the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY adopt the Antidisplacement and Relocation Assistance Plan.

The foregoing Resolution 15-79 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 26th day of October 2015: YES. NO. ABSTAIN. ABSENT.

Mayor: James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book **, p **; CAF 15-122*

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

City of Henderson

July 2015 – July 2018

This Residential Anti-displacement and Relocation Assistance Plan is prepared by the *City of Henderson* in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG₁ projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the *City of Henderson* will take the following steps to minimize the direct and indirect displacement of persons from their homes.

- ❑ Coordinate code enforcement with rehabilitation and housing assistance programs.
- ❑ Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- ❑ Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- ❑ Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- ❑ Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- ❑ Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- ❑ Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- ❑ Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- ❑ Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.

1. CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).

Target only those properties deemed essential to the need or success of the project.

Other: (*Describe*)

A. Relocation Assistance to Displaced Persons

The *City of Henderson* will provide temporary relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program[s], move temporarily or move personal property from real property as a direct result of infrastructure construction activities in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided temporary relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

B. One-for-One Replacement of Lower-Income Dwelling Units

The *City of Henderson* will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program[s] in accordance with 24 CFR 42.375.

Before entering into a contract committing *City of Henderson* to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the *City of Henderson* will make public by publication in a newspaper of general circulation and submit to State CDBG Program(s) North Carolina Department of Environment and Natural Resources (NC DENR) the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;

4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. *NOTE: See also 24 CFR 42.375(d).*
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the *City of Henderson* will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

C. Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the *City of Henderson* may submit a request to the State (NC DENR) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

D. Contacts

The City of Henderson, 252-430-5725, is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The City of Henderson, 252-430-5725, is responsible for providing temporary relocation payments and other temporary relocation assistance to any lower-income person displaced by the construction activity associated with a CDBG infrastructure project.

RESOLUTION 15-80

ADOPTING A CITIZEN COMPLAINT PROCEDURE

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV II: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt an Citizen Complaint Procedure; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting this plan, being more fully articulated in **Attachment A** to this resolution, the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY Adopt the Citizen Complaint Procedure.

The foregoing Resolution 15-80, 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 **, p * CAF 15-122*

**CITY OF HENDERSON
CITIZEN COMPLAINT PROCEDURE PLAN**

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for Community Development Block Grant (CDBG) funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the Mayor. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the Mayor, then the aggrieved may appeal his/her case to the City.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should the City be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to the NCDENR-DWI.

Please submit comments, objections, or complaints in writing by one of the following options:

Hand-Deliver to: *City of Henderson
134 Rose Avenue
Henderson, NC 27536*

Mail To: *City of Henderson
PO Box 1434
Henderson, NC 27536*

Citizens may, at any time, contact the NCDENR-DWI and/or the DHUD directly to register comments, objections or complaints concerning the City's CDBG application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting the NCDENR-DWI or the DHUD.

All comments or complaints submitted to the NCDENR-DWI or the DHUD shall be addressed in writing to:

NC Department of Environment and Natural Resources
Division of Water Infrastructure CDBG-I
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

U.S. Department of Housing and Urban Development
Community Planning and Development Division
Greensboro Field Office
1500 Pincroft Road
Greensboro, NC 27407

Records of all comments, objections and/or complaints by citizens concerning the City's CDBG program and subsequent action taken in response to those comments shall be maintained on file at City and shall be made available for public inspection upon request.

Adopted this _____ day of _____, 20__.

James D. O'Geary
Mayor

ATTEST:

Esther McCrackin
City Clerk

D. Rix Edwards
City Attorney

RESOLUTION 15-81

ADOPTING A CITIZEN PARTICIPATION PLAN

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV 11: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt an Citizen Participation Plan; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting a Citizen Participation Plan, the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY adopt the Citizen Participation Plan, being more fully articulated in *Attachment A* to this resolution,

The foregoing Resolution 15-81, 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 26th day of October 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 **, p **; CAF 15-122*

1. INTRODUCTION

The City of Henderson has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (CDBG) program. This Plan is an essential element of the City's present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the North Carolina Department of Environment and Natural Resources – Division of Water Infrastructure (NCDENR-DWI) and the Department of Housing and Urban Development (DHUD).

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the City's CDBG program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

Citizens are encouraged to participate in all phases of the CDBG program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program(s) will lie with the City of Henderson.

2. SCOPE OF PARTICIPATION

The City of Henderson will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of all CDBG program(s) undertaken by the City. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

- a. identification and assessment of housing and community development needs; determination of CDBG project(s) and documentation; and the development of CDBG application(s);
- b. changes and/or amendments to approved CDBG projects; and,
- c. assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the City of Henderson are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

3. CITIZEN PARTICIPATION CONTACT PERSON

Corey Williams, Development Services Director has been designated Citizen Participation Coordinator by the Mayor and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Citizen Participation Coordinator shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Citizen Participation Coordinator may be contacted at Henderson City Hall, 134 Rose Avenue, Henderson, NC 27536 and by phone at 252-430-5728 during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.

4. TECHNICAL ASSISTANCE

The staff of the City shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of CDBG program(s).

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG program; and, assisting low and moderate income citizens, and residents of blighted neighborhoods to develop statements of views, identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance may be obtained by contacting the Mayor of the City or the Citizen Participation Coordinator.

5. PUBLIC HEARINGS

Citizen participation in the community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or on-going.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

5.1 Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by the City. Public hearings may be held at any site which, in the opinion of the City, provides adequate access for citizen participation.

Hearings will normally be held at the Henderson City Hall, 217 South Main Street, Henderson, NC 28377. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the City, be held at an alternate location to be specified in the public hearing notice(s).

5.2 **Application** Public Hearing

One public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to the NCDENR-DWI for CDBG assistance. The primary purposes of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program; and also to present for public comment and review the program activities which have been selected by the City to resolve the identified needs.

An application public hearing will be held during the initial stage of program development to discuss items regarding community development and housing needs, the CDBG program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and submission of a CDBG application. Local officials will also entertain proposals and comments from citizens concerning community development activities at this hearing.

This hearing will normally serve to discuss and review the information appropriate for all applications submitted by the City during any fiscal year. Additional changes in community development or housing needs in the community as determined by local officials can be addressed by a community meeting where citizens can share their comments prior to the submission of other CDBG applications late in the fiscal year.

Citizens will be provided with information concerning the CDBG program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives of the CDBG program; the total amount of CDBG funds available for the fiscal year and for the funding round; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG application; a statement that 100 percent of the CDBG funds will be used to benefit low-to-moderate income people; the schedule of meetings and hearings; location where the application can be reviewed; activities previously funded in the City through the CDBG program; and, an identification of projects which could result in the relocation of area residences or businesses; and the actions that would be undertaken if such relocation were necessary; provide citizens with contact information such as address, telephone number, and dates for submitting complaints or grievances. Furthermore, the effectiveness of the Citizen Participation Plan in allowing citizen participation in the community development process and potential changes and/or amendments to the Plan shall also be discussed at this meeting.

The City may, at the option of local officials, review multiple CDBG project applications at one hearing when more than one application is to be submitted during the same fiscal year. Each such hearing shall be held prior to, and in preparation for, the application's approval by the City.

A second objective of citizen participation during this stage is to inform citizens of the proposed project activities to be included in a CDBG application(s) and to solicit comments from citizens concerning these activities.

Citizens attending this hearing will be provided with information concerning the CDBG project(s) proposed including, but not necessarily limited to: the project application(s) to be submitted and the applicable CDBG fund; specific project activities to be included; the location of the project activities; the approximate cost estimate for the proposed activities; the estimate of local match required; the impact of the project on low and moderate income persons; and, the approximate application submittal date.

5.3 **Amendment** Public Hearings

The City of Henderson will assure the opportunity for citizen participation during the implementation of any CDBG program(s) when changes to the project are under consideration by the City. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, the City shall hold a public hearing, after being properly noticed and advertised, on all formal amendments which require the NCDENR-DWI approval. For “local” amendments and changes for which the NCDENR-DWI approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled City of Henderson meetings where such changes or amendments are considered.

5.4 **Assessment of Performance Public Hearings**

Citizens of the City will be provided with the opportunity to comment on the performance of local officials, the City of Henderson staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to assess the performance of the City in resolving identified community development and housing needs, and in achieving its community development goals and objectives. On-going community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

At the conclusion of each CDBG project, a public hearing will be held to review program activities and to assess program performance. This hearing shall be held prior to the submission of the Performance Assessment Report and any other required closeout documents to the NCDENR-DWI for a CDBG project. This hearing will be used to ensure community-wide participation in the evaluation of the CDBG program.

5.5 **Additional Hearings**

Other public hearings may be held as deemed necessary by the City in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

5.6 **Limited English Proficiency Residents**

The City of Henderson has followed the guidance provided in the Language Access Plan to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency.

5.7 **Public Hearing Notice**

Notice of public hearings must be published in a local newspaper of general circulation, in a non-legal section of the paper at least ten (10) days prior to the hearing date, but no more than 25 days prior to the meeting date. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed.

5.8 **Accessibility to Low and Moderate Income Persons**

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s). **Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.**

5.9 Accessibility to Persons with Disabilities

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. The City shall provide a sign language interpreter whenever the Citizen Participation Coordinator is notified in advance that one or more deaf persons will be in attendance. The City shall provide a qualified reader whenever the Citizen Participation Coordinator is notified in advance that one or more visually impaired persons will be in attendance. Additionally, the City shall provide reasonable accommodations whenever the Citizen Participation Coordinator is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

6. PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of the City shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Citizen Participation Coordinator will keep all documents related to a CDBG program on file in the Henderson City Hall. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. Please see details in the Public Records Request Policy. CDBG program information and materials, concerning specific CDBG projects will be available to the public at the regularly scheduled public hearings as outlined in this Plan. Furthermore, information concerning any CDBG project will be available at regularly scheduled council meetings where the program is discussed.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; mailings and promotional materials; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; performance and evaluation reports; other reports required by the NCDENR-DWI and/or the DHUD; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program, and

written responses from the City; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall the City disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the City shall not disclose any information which may, in the opinion of the Mayor, be deemed of a confidential nature.

7. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to the City.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the Mayor. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the Mayor, then the aggrieved may appeal his/her case to the City.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should the City be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to the NCDENR-DWI.

Citizens may, at any time, contact the NCDENR-DWI and/or the DHUD directly to register comments, objections or complaints concerning the City's CDBG application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting the NCDENR-DWI or the DHUD.

All comments or complaints submitted to the NCDENR-DWI or the DHUD shall be addressed in writing to:

NC Department of Environment and Natural Resources
Division of Water Infrastructure CDBG-I
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

Or:

U.S. Department of Housing and Urban Development
Community Planning and Development Division

Greensboro Field Office
1500 Pinecroft Road
Greensboro, NC 27407

Records of all comments, objections and/or complaints by citizens concerning the City's CDBG program and subsequent action taken in response to those comments shall be maintained on file at City Hall and shall be made available for public inspection upon request.

8. AMENDMENTS

The City may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the City to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the City. To this end, the effectiveness of the Plan will be discussed at public hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Plan will be made as necessary. All amendments shall be approved by resolution of the City and shall be incorporated into this Plan.

9. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the City in the development, implementation and execution of any Community Development Block Grant program.

Records of all comments, objections and/or complaints by citizens concerning the City's CDBG program and subsequent action taken in response to those comments shall be maintained on file at City and shall be made available for public inspection upon request.

Adopted this _____ day of _____, 20__.

James D. O'Geary
Mayor

ATTEST:

Esther McCrackin
City Clerk

D. Rix Edwards
City Attorney

RESOLUTION 15-82

ADOPTING A FAIR HOUSING PLAN

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV 11: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt an Fair Housing Plan; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting a Fair Housing Plan the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY Adopt the Fair Housing Plan being more fully articulated in **Attachment A** to this Resolution.

The foregoing Resolution 15-82 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 October 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 44, p **; CAF 15-122*

CITY OF HENDERSON
FAIR HOUSING PLAN

Recipient's Plan to Further Fair Housing

Grantee: City of Henderson

Recipient's Address: 134 Rose Ave., Henderson, NC 27536

Contact Person: Corey Williams **Contact Phone #:** 252-430-5725

Contact Email: cwilliams@ci.henderson.nc.us **TDD #:**

I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time X Past Activities _____

II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)

There appear to be no major impediments to fair housing choice in the City of Henderson as there is no concrete evidence of fair housing complaints. The City of Henderson will make a concerted effort to improve education in the community related to fair housing by instituting a public awareness program that will provide quarterly activities concerning fair housing.

III. Will the above activities apply to the total municipality or county?

Yes X No _____ **If no, provide an explanation.**
(Use additional pages as necessary)

IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. Activities must be scheduled for implementation at least on a quarterly basis. (Use attached table)

Grantee Name: City of Henderson

Quarterly Fair Housing Activity	Months	Year	Estimated Cost	Actual Cost
<i>Example: Establish FH policy, Complaint Procedure</i>	<i>Jan-Mar.</i>	<i>20xx</i>	<i>\$xxxx</i>	<i>\$xxxx</i>
Publish the fair housing complaint procedure and TDD number in the local paper	July-September	2015	To be determined	
Obtain fair housing brochures and posters from the NC Human Relations Commission	October-December	2015	0	
Post fair housing information at the library, post office and government office	January-March	2016	0	
Contact local realtors, financial institutions and/or housing related agencies and forward them pamphlets and posters about fair housing	April-June	2016	0	
Post the fair housing complaint procedure and TDD number at the government office	July-September	2016	0	
Attend local community event for outreach to distribute information about fair housing	October-December	2016	0	
Repost fair housing information at the library, post office and government office	January-March	2017	0	
Contact local realtors, financial institutions and/or housing related agencies and forward them pamphlets and posters about fair housing	April-June	2017	0	
Post the fair housing complaint procedure and TDD number at the government office	July-September	2017	0	
Attend local community event for outreach to distribute information about fair housing	October-December	2017	0	
Repost fair housing information at the library, post office, City office	January-March	2018	0	
Contact local realtors, financial institutions and/or housing related agencies and forward them pamphlets and posters about fair housing	April-June	2018	0	

V. Describe recipient’s method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)

- 1) Any person or persons wishing to file a complaint of housing discrimination in the City may do so by informing the City of the facts and circumstance of the alleged discriminatory acts or practice.
- 2) Upon receiving a housing discrimination complaint, the City shall acknowledge the complaint within **10 days in writing** and inform the Division of Water Infrastructure and the North Carolina Human Relations Commission about the complaint.
- 3) The City shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the City.
- 4) The City shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

Adopted this _____ day of _____, 20__.

James D. O’Geary
Mayor

ATTEST:

Esther McCrackin
City Clerk

D. Rix Edwards
City Attorney

RESOLUTION 15-83

ADOPTING A LANGUAGE ACCESS PLAN

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV 11: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt an Language Access Plan; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting a Language Access Plan, the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY Adopt the Language Access Plan being more fully articulated in *Attachment A* to this resolution.

The foregoing Resolution 15-83 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.

Mayor: James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book 44, p ***; CAF 15-122*

CITY OF HENDERSON LANGUAGE ACCESSPLAN

Providing Meaningful Communication with Persons with Limited English Proficiency

City of Henderson

July 2015 – July 2018

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the **City of Henderson** will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The **City of Henderson** will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” <http://www.lep.gov/resources/ISpeakCards2004.pdf>) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTEPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Clark Thomas, 252-430-5728, 134Rose Ave., Henderson, NC 27536, cthomas@ci.henderson.nc.us

(Note: The agency must notify the Division of Water Infrastructure (DWI) Compliance Specialist immediately of changes in name or contact information for the Title VI compliance officer.)

Check all methods that will be used:

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

(Identify the agency(s) name(s) with whom you have contracted or made arrangements)

To Be Determined
Have/has agreed to provide qualified interpreter services. The agency’s telephone number(s) are:

The hours of availability are regular business hours, or as requested and arranged.

Other (*describe*):

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

- i. The **City of Henderson** will set benchmarks for translation of vital documents into additional languages as requested.
- ii. When translation of vital documents is requested by a citizen of the Town, the **City of Henderson** will submit documents for translation into requested languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

The **City of Henderson** will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

Main Lobby

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

Website

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, The **City of Henderson** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, The **City of Henderson** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The agency will complete an annual compliance report and send this report to DWI. (Format will be supplied by DWI)

B. Monitoring

The agency will complete a self-monitoring report on a yearly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the DWI upon request.

The agency will cooperate, when requested, with special review by the DWI.

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be

found at <http://www.nccommerce.com/rd/community-assistance/investment-assistance/forms-resources/compliance-plans-and-templates/limited-english-proficiency>.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within DWI of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to DWI. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The DWI Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by DWI, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

Adopted this _____ day of _____, 20__.

James D. O'Geary
Mayor

ATTEST:

Esther McCrackin
City Clerk

D. Rix Edwards
City Attorney

RESOLUTION 15-84

ADOPTION OF A SECTION 3 JOBS INITIATIVE PLAN

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV 11: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt a Section 3 Jobs Initiative Plan; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting a Section 3 Jobs Initiative Plan, the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY Adopt the Section 3 Jobs Initiative Plan being more fully articulated in *Attachment A* to this resolution.

The foregoing Resolution 15-84 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.

Mayor: James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book 44, p **; CAF 15-122*

**CITY OF HENDERSON
Local Jobs Initiative
Section 3 Plan
Local Economic Benefit for Low- and Very Low-Income Persons**

City of Henderson

July 2015 – July 2018

I. APPLICATION AND COVERAGE OF POLICY

The *City of Henderson* is committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the *City of Henderson* has developed and hereby adopts the following Plan:

The *City of Henderson* will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include the *City of Henderson* and portions of the immediately adjacent area.

The *City of Henderson* will be responsible for implementation and administration of the Section 3 plan. In order to implement the *City of Henderson*' policy of encouraging local residents and businesses participation in undertaking community development activities, the *City of Henderson* will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, the *City of Henderson* will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The *City of Henderson* will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Sampson County Employment Security Commission shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. **Division of Water Infrastructure (DWI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.**

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

The *City of Henderson* will take the following steps to assure that low income residents and businesses within the community development project area and within the *Town* are used whenever possible: (Describe below)

1. Place qualified residents and businesses on solicitation lists
2. Assure that residents and businesses are solicited whenever they are potential sources of contracts, services or supplies
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by residents and businesses
4. Establish delivery schedules, where the requirements permit, which encourage participation by area for residents and businesses

(Example: Place qualified residents and businesses on solicitation lists, assure that residents and businesses are solicited whenever they are potential sources of contracts, services or supplies; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by residents and businesses; establish delivery schedule, where the requirements permits, which encourages participation by area for residents and businesses)

Please check the methods to be used for the Section 3 program in your community:

The *City of Henderson* will place a display advertisement in the local newspaper containing the following information:

A brief description of the project

- i. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- ii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.
- iii. A location where individuals interested in jobs or contracts can register for consideration
- iv. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, or which the *City of Henderson* will maintain a list for individuals and business concerns inquiring information

Training and technical assistance will be provided by the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. Posting of Section 3 Plan at the Town Hall
- iii. Town Board meeting when project activities and schedules are discussed
- iv. Notification to other agencies that provide services to low-income people.

Other (describe):

The *City of Henderson* will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

The *City of Henderson* will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.

3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

III. RECORDS AND REPORTS

The *City of Henderson* will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of DWI, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

The *City of Henderson* shall report annually the Section 3 numbers using the form HUD 60002 to DWI at the end of the calendar year as part of the Annual Performance Report (APR).

IV. MONITORING COMPLIANCE

The *City of Henderson* may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

Corey Williams, Development Service Director
252-430-5728

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

cwilliams@ci.henderson.nc.us

RESOLUTION 15-85

ADOPTION OF A SECTION 504 SELF EVALUATION PLAN

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV 11: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt a Section 504 Self Evaluation; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting a Section 504 Self Evaluation Plan, the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY adopt the Section 504 Self Evaluation Plan being more fully articulated in *Attachment A* to this resolution.

The foregoing Resolution 15-85 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 44, p ***; CAF 15-122*

SECTION 504 SELF - EVALUATION 24 CFR PART 8

INTRODUCTION

The following is a checklist of general requirements that recipients should consider in their self- evaluation efforts under Section 504 of the Rehabilitation Act of 1973, as amended. It should be used in conjunction with the United States Department of Housing and Urban Development (HUD)'s regulations at 24 CFR Part 8.

This checklist is designed to serve as a working guidance tool to help recipients focus on key issues that could affect the accessibility of their programs and practices. In developing answers to the questions, a recipient will be preparing most of the information that Section 504 requires. Use of the checklist should also assist a recipient in pinpointing areas where action is likely to be required to achieve compliance with Section 504. It should be emphasized, however, that this checklist is for reference purposes, and is not intended as a substitute for individual judgment or analysis of the pertinent regulations issued pursuant to Section 504. Any information in this checklist cannot be used as a sole basis for determining compliance with Section 504.

The government wide regulations do not prescribe a specific form. This self-evaluation was compiled from material by the Thompson Publishing Group *Section 504 Compliance Handbook*, the Department of Justice Civil Rights Division Technical Assistance Guide (TAG), report on *Section 504 Self-Evaluation* of U.S Department of Housing and Urban Development conducted programs and activities, and other HUD Region IV state checklists.

24 CFR - 8.51 Self-evaluation

(a) Each recipient shall, within one year of July 11, 1988, and after consultation with interested persons, including individuals with handicaps or organizations representing individuals with handicaps:

(1) Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of this part; (2) Modify any policies and practices that do not meet the requirements of this part; and (3) Take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation.

(b) A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation required under paragraph (a)(1) of this section, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: (1) A list of the interested persons consulted; (2) a description of areas examined and any problems identified; and (3) a description of any modifications made and of any remedial steps taken.

INSTRUCTIONS

Completing the Evaluation:

The questions in the evaluation are a *guide* to ensure Section 504 compliance. Answer each question with Yes, No, N/A, a description, list, or explanation. If a question does not apply to your local government, then write "N/A" next to the question and explain. Some questions require identification of modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, questions will require that additional information be supplied to complete the evaluation process. Please be sure to attach the local government grievance procedure and current nondiscrimination policy (e.g. *excerpts* from Human Resources personnel policies). **The survey itself does not need to be adopted, but the grievance procedure and nondiscrimination policy do.**

Submitting Documents to the State:

It is recommended to not have the survey as grant number or program specific so it can be used for multiple grants for the local government. If a survey is indicated as grant number or program specific, it is only applicable for that specific grant. Should a local government have multiple grants, one (1) hardcopy of the survey needs to be submitted to Division of Water Infrastructure (DWI) for each grant file. It is recommended to reevaluate the survey every few years (such as 3 three years).

Technical Assistance: There is no prior approval of the completed survey by Compliance Specialist. Should the local government need technical assistance it is recommended to email l.marcela.vargas@ncdenr.gov with questions or contact your Grant Representative.

**SECTION 504 SELF - EVALUATION
24 CFR PART 8**

I. RECIPIENT INFORMATION

CDBG Recipient/Grantee Name: City of Henderson

CDBG Recipient/Grantee Mailing Address: PO Box 1434, Henderson, NC 27536

CDBG Recipient/Grantee Physical Address (if different from mailing):
134 Rose Ave., Henderson, NC 27536

Name of *local government staff person* responsible for Self-Evaluation and coordinating Section 504 Compliance: TO BE DETERMINED

Title:

Department: Administration

Email:

Phone Number:

Date Survey/Evaluation Completed:

2. Does your agency provide opportunities when developing or amending its policies for qualified people with disabilities to participate as:

- Staff
Specify efforts: _____

- Consultants/Panelists
Specify efforts: _____

- Other
Specify efforts: _____

3. How does your agency support any needed accommodations for visitors, staff, or other meeting participants who may have disabilities (e.g., certified sign language or oral interpreter, a reader or taping printed material)?

- Funds are set aside in the agency's administration budget for use by all offices
- Access accommodation as line-item in the office's budget
- Other (Specify): _____

4. Is your agency able to modify its programs/activities, if necessary, to provide reasonable accommodations to individuals (staff or the public) with disabilities?

- YES (Specify efforts): _____

- NO (Comments): _____

5. Is agency staff aware that programs/activities may have to be modified in order to accommodate individuals with disabilities?

- YES (Specify efforts): _____

- NO (Comments): _____

6. Does your agency notify individuals with disabilities that they may request reasonable accommodations, including modification of office policies? If so, please identify how such notification is provided, and to whom (public or staff)?

YES (Specify efforts): _____

NO (Comments): _____

7. Are there any instances where your agency has been unable to modify a policy because such modification would either fundamentally alter the nature of the program, or result in an undue financial or administrative burden?

YES (Specify efforts): _____

NO (Comments): _____

8. Is access for people with disabilities a consideration when your agency undertakes special policy related efforts?

YES (Specify efforts): _____

NO (Comments): _____

9. Do you have staff members who serve on an emergency evacuation committee to assist visitors and staff with disabilities?

YES

NO (Comments): _____

10. Do staff members receive training in emergency evacuation?

YES

NO (Comments): _____

III. PROGRAM ACCESS

1. Describe the analysis of all programs and activities and all aid, benefits and services to determine the degree to which they are accessible to qualified handicapped persons:

2. Describe methods that have been used to involve handicapped persons (or organizations representing handicapped persons) in the development of activities designed to achieve program accessibility:

3. Are there boards, councils or similar bodies on which program participants sit?

YES- List steps to ensure equal opportunities for selection to, and participation in, such boards by persons with disabilities:

NO - Please explain: _____

4. Does the local government notify participants, applicants, beneficiaries, employees, unions of professional organizations, and the general public (posted notices, newspaper ads, office memoranda, etc.) that the grantee does not discriminate on the basis of disability in its federally assisted programs and activities?

YES- Briefly describe the methods used to notify the public about non-discrimination policies:

NO- Modification or corrective action: _____

IV. PUBLIC OUTREACH

A. COMMUNICATION AND NOTIFICATION

1. Does the recipient engage in any meetings or oral presentations, printed materials, advertisements, or other methods to recruit program participants, or otherwise inform persons or the program's existence?

YES- Describe briefly the activities involved and the materials used.

NO

2. Has the local government taken appropriate steps to ensure effective communication with applicants, program participants, and members of the public by providing auxiliary aids where necessary so that individuals with speech, vision, or hearing impairments can have the opportunity to participate in, and enjoy the benefits of local government programs and activities?

YES- Proceed to Question 3

NO- Modification or corrective action:

3. Describe approaches and special procedures adopted to ensure effective communications with project beneficiaries and/or members of the general public with disabilities, especially those vision, speech, and hearing impairments (Methods include, but are not limited to: provision or auxiliary aids or presentation or materials in alternative formats qualified sign language and oral interpreters, readers, or the use of taped, large print, closed-captioned video, and Braille materials.)
4. Describe how the local government advertises to the public availability of auxiliary aids and services for effective communication to participate in the local government programs and services.
5. Describe how the local government will ensure that meetings, hearings, and conferences will be accessible for individuals with communication disabilities.
6. Describe how an individual with a disability may request assistance and express their preference for auxiliary aids and services from the local government.
7. Describe how the local government will provide auxiliary aids or services on request.
8. List steps to ensure inclusion or a notice of the recipient's compliance with Section 504 in all materials and advertisements.
9. Has the local government installed a reader, developed Braille materials, audio recordings or other similar services and devices for persons with impaired vision?

YES

NO- Modification or corrective action:

10. Does the recipient provide services or information to the general public over the telephone?

YES- Is a teletypewriter (TTY - also referred to as a Telecommunication Device for the Deaf - TDD) or other equally effective system available so that public entities can communicate with individuals with hearing or speech impairments?

NO- List steps to ensure effective communications with individuals with hearing or speech impairments. This can include providing a TTY or relying on a third-party relay service. The Justice Department encourages public entities that have extensive phone contact with the public to have TTYs to assure more immediate access.

11. What is the TTY/TDD number listed in directories and disseminated information?

12. Is signage concerning the location of TTY-equipped pay phones or portable TTYs available?

YES

NO- Modification or corrective action:

13. Are all 911 emergency response centers equipped with TTYs or other equally effective technology to make the service accessible to individuals with hearing or speech impairments? Separate, seven-digit phone numbers and/or reliance on a third-party relay service is not an acceptable alternative for making 911 services accessible.

YES

NO- Modification or corrective action:

14. Is signage at inaccessible entrances directing people with disabilities to an accessible entrance or a location with information about an accessible entrance?

YES

NO- Modification or corrective action:

15. What steps, if any, have been taken to ensure that all of the programs' web site(s) are accessible?

16. List all local government activities where a sign language and/or oral interpreter, readers, and assistive listening devices might be needed to ensure that persons with hearing and visual impairments can fully participate in the program or activity (e.g. securing services in expeditious manner, department responsible for ensuring such services, policy source and date, date policy distributed to staff).

B. INFORMATION DISSEMINATION

1. Can copies of written materials be reasonably obtained by individuals with disabilities?

YES NO

2. Have disability groups been included in the dissemination process?

YES NO

3. Does the local government use all available print and broadcast media to ensure that all individuals with disabilities receive appropriate notification?

YES NO

4. Does the local government disseminate information to all agencies or organizations that deal with persons with disabilities in the local government service jurisdiction?

YES NO

5. Does all of the information disseminated by the local government include current non-discrimination policies?

YES NO

NO to any questions above - Modification or corrective action:

C. PRINTED MATERIALS

1. Are written materials including posters with non-discrimination notices placed in physically accessible locations?

YES NO

2. Can small print of posted announcements be read from a wheelchair?

YES NO

3. Are all words in printed materials clearly legible?

YES NO

4. Would color blind individuals be able to distinguish all contents in printed materials?

YES NO

5. Are representations of disabled individuals free of patronizing stereotypes?

YES NO

6. Do graphics in printed material permit easy reading of the contents?

YES NO

7. Is all necessary program information included in printed material?

YES NO

8. Are procedures for providing program access to disabled individuals stated clearly?

YES NO

9. Do all appropriate local government documents include policy statements about non-discrimination on the basis of disabilities?

YES NO

10. Are the Section 504 contact person's name, address, and phone number listed in printed material?

YES NO

NO to any questions above - Modification or corrective action:

V. pROGRAM eligibility/admission criteria

1. Are there any limitations on the number of qualified persons with disabilities who may participate in or be admitted to the program?

YES- List steps to be taken to eliminate the limitations.

NO

2. Has the local government examined all policies pertaining to program eligibility and admission criteria to determine if they had the purpose or effect of excluding or limiting the participation of individuals with disabilities in local government's programs and activities?

YES

NO- Modification or corrective action:

3. Has the local government, in examining its policies on program eligibility and admission criteria, paid particular attention to those incorporating or establishing: (1) physical or mental fitness or performance requirements; (2) safety standards; (3) testing requirements; (4) educational requirements; (5) work experience requirements; (6) income level requirements (7) credit rating requirements; (8) requirements based on disability; (9) requirements that prohibit participation because of disability; and (10) insurability requirements?

YES

NO- Modification or corrective action:

4. Has the local government altered or eliminated policies that have the direct or indirect effect of excluding or limiting the participation of individuals with disabilities in local government's programs and activities?

YES- List any policies that have been altered or eliminated.

NO- Modification or corrective action:

N/A- Explain (e.g. no such policies found in review), then proceed to Question 6.

5. Has the local government communicated the policy changes to staff members and the public?

YES

NO- Modification or corrective action:

6. Are any criteria or tests used in the admission process?

YES - Proceed to Question 7

NO- Proceed to Question 8

7. List all criteria (e.g., good health, residency requirements, letters of recommendation) and tests (including the skill, level of achievement, or other factors being tested, whether they are written or oral tests and the method of administration) used in the admissions process, that have or could have a disproportionately adverse impact on program applicants with disabilities. Discuss briefly the potential negative impact for each and indicate how they relate to the program. Discuss alternative criteria or tests that will be

used to ensure nondiscrimination. The use of a criterion or test may have to be suspended as long as this does not result in an undue hardship or fundamental alteration to the program.

8. List steps to be taken to make potential program participants, including those with hearing and vision impairments and learning disabilities, aware of alternative testing/criteria and interview processes.
9. List steps to provide admission forms in alternative formats.
10. List steps to ensure that applicants are not asked pre-admission inquiries as to the nature and extent of a disability, and that no forms or other written materials make mandatory inquiries related to disability.

VI. PROGRAM PARTICIPATION

1. Are post-admission inquiries made regarding disability status to make accommodations for persons with disabilities?
 YES - List steps to ensure that information is gathered voluntarily, not used to adversely affect any person with a disability and kept confidential.
 NO
2. Is there an orientation for new participants?
 YES- Describe briefly the orientation and materials used, and list steps to ensure effective communications and usable materials in alternative formats for all participants.
 NO
3. Review all written materials, tools, equipment or other aids or devices used for the program. Do any need modification?
 YES - List steps such as the provision of auxiliary aids and equipment modification to ensure that program materials and equipment are accessible and usable.
 NO
4. Would any steps pose an undue financial or administrative burden?
 YES- List alternative methods of providing accessibility that would not impose an undue financial or administrative burden.
 NO
5. Are any of the following services or benefits provided to program participants? (Check all that apply. If none provided, proceed to Question 6.)

- Transportation services
- Health services and insurance/benefits
- Housing
- Counseling services
- Employment services
- Food services
- Financial aid
- Social, recreational or athletic activities

List steps to ensure that:

- The service/benefit is equally effective for and usable by persons with disabilities
 - The administration of the service/benefit will be free from discrimination based on disability
 - Communications will reach all persons, including those with hearing and sight impairments
 - Effective application procedures to receive the services exist for persons with disabilities, including those with hearing and vision impairments.
6. List steps to ensure that information concerning program schedules and activities are effectively communicated to all program participants, including those with impaired vision, speech, and hearing.

VII. EMPLOYMENT POLICY AND PRACTICE

A. GENERAL

1. Describe and discuss safeguards that have been used to ensure that all employment decisions are made without discrimination on the basis of handicap, and that such decisions do not limit, segregate or classify applicants or employees based on handicap in a way that adversely affects their opportunities or status.
2. Describe procedures that have been established to make certain that there are no formal relationships regarding employment (e.g. those with labor unions, employment agencies, and so forth) that have the effect of discriminating against qualified persons with disabilities.
3. Does the local government have 15 or more employees (full or part-time)?

 YES NO
4. Do the local government's hiring and promotion practices prohibit discrimination against otherwise qualified handicapped individuals (not a separate policy)?

- YES- Proceed to Question 5.
 NO - Modification or corrective action:

5. Analyze the following aspects of employment and describe any alterations to make certain that no discrimination based on disability exists, including discrimination that occurs due to an inaccessible facility:
- Recruiting and advertising
 - Processing applications
 - Interviewing and orientation
 - Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring
 - Rates of pay or any other form of compensation and changes in compensation
 - Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists
 - Leaves of absence, sick leave or any other leave
 - Fringe benefits (opportunities for and financial support of training opportunities, conferences, health and insurance benefits) available by virtue of employment, regardless of whether they are administered by the recipient
 - Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training
 - Employer-sponsored activities, including social and recreational programs
 - Any other term, condition or privilege of employment

B. EMPLOYMENT CRITERIA

1. Does the local government administer tests which accurately reflect the applicant's or employee's job skills or aptitude rather than the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test is designed to measure)?

- YES- Please answer Question 2.
 NO- Modification or corrective action:
 N/A Explain (e.g. no such test/criteria used), then proceed to Next Section: *Pre-Employment Inquiries*.

2. What employment tests or criteria are used for judging potential employees and describe procedures to ensure that these criteria or tests do not discriminate against persons with disabilities, unless they are shown to be consistent with job necessity?
3. If the local government uses an employment test or other criteria for selection that screens out or tends to screen out individuals with disabilities, can the local government show that the test score or other selection criteria is job related?

- YES- Please answer Question 4.
- NO- Modification or corrective action:
- N/A Explain (e.g. no such test/criteria used), then proceed to Next Section: *Pre-Employment Inquiries*.

4. Describe methods to identify the job-related characteristics of tests and criteria used in employment decisions, since job-related tests are permitted even if they screen out persons with disabilities.

C. PRE-EMPLOYMENT INQUIRIES

1. Describe steps to ensure that no pre-employment inquiries are made as to whether an applicant is a person with a disability or as to the nature or severity of a disability. Is the local government aware that it cannot make a pre-employment inquiry or conduct a medical examination of an applicant to determine whether the individual is a person with disability unless the local government is undertaking affirmative action efforts or conditioning an offer of employment on the results of a medical examination given to all prospective employees in the same job category?

- YES- Proceed to Question 2.
- NO- Modification or corrective action:

2. Does your organization conduct or require any medical examinations after making conditional offers of employment? Has the local government informed job applicants that an employment offer may be conditioned on the results of a medical examination if all entering employees in a job category must take an examination regardless of disability, and the examination accurately reflects the employee's job skills?

- YES- Proceed to Question 3.
- NO- Modification or corrective action:

3. Has the information obtained by the local government concerning the medical condition or history of job applicants been collected and maintained on separate forms and accorded confidentially as medical records?

- YES - Describe procedures to ensure that (a) all entering employees in that position are subject to medical exams, (b) all offers of employment are conditional based on the results of the exams, (c) the medical results gathered are not used in a discriminatory manner, and (d) all information gathered is kept confidential.
- NO- Modification or corrective action:

4. Review job application forms and interview questions to ensure that applicants are not asked about the existence of or nature or severity of a disability. Inquiries about the candidate's ability to perform job functions are permitted. Ensure that applicants are not asked about their relationship or association with an individual with a disability. List any job forms and questions that were amended.
5. Review existing job descriptions for each job position in your organization. Determine the essential and marginal functions of job positions in the organization and identify what job accommodations can be made, when necessary, for an applicant or employee. List any job descriptions that were amended.
6. Describe any training or other measures taken to ensure that employees and supervisors do not subject individuals with disabilities to discrimination because insensitivity or lack of knowledge.
7. When the local government is undertaking affirmative action efforts, voluntary or otherwise, and inviting applicants for employment to indicate whether and to what extent they are disabled, does the local government meet the following conditions:
 - a) State clearly either orally or in writing that the requested information is intended for the local government's affirmative action efforts?
 YES NO
 - b) State clearly that the information is being requested on a voluntary basis, that it will be kept confidential and that refusal to give the information will not subject the applicant or employee to any adverse treatment?
 YES NO

NO to any questions above - Modifications or corrective action:

VIII. OUTSIDE PERSONS AND ORGANIZATIONS

1. List below all outside persons and organizations that are involved in the provision of any aid, benefit or service for the program as discussed in **Sections II through IX**. Include secondary recipients in your discussion.
2. List steps to inform those listed in Question Number One of the organization's commitment to nondiscrimination on the basis or disability.
3. List those persons or organizations from Question Number One that receive significant assistance from the organization in the provision of aids, benefits or services to program participants. For example, list organizations which rent or otherwise use your facilities; that depend on your organization for informing its participants of the aid, benefit or

service; that have employees of your organization spending time to assist in or coordinate the provision of the aid, benefit or service; and so forth.

4. List steps to ensure that persons or organizations listed in Question Number Three do not discriminate on the basis of disability in the provision of any aid benefit or service to your program participants. Such steps may include changes in the program, facility alterations, and/or changes in or discontinuation of the relationship.

IX. USE OF CONTRACTORS

1. List contractors that are used by the agency to conduct programs or activities on behalf of the agency.
2. Describe steps that have been taken to ensure that agency procurement officials understand Section 504 requirements as they apply to contractors.
3. Provide language included in agency contracts to ensure that contractors are aware of their obligations to take steps to facilitate the participation of individuals with handicaps in programs and activities they operate on behalf of the agency.
4. Indicate the appropriate policy source to include information about Section 504 requirements as they apply to contractors.
5. Give a date that the policy was established and distributed to staff and give a citation for the policy.

X. GRIEVANCE PROCEDURES

1. What procedures have been established to ensure that at least one person has been designated to coordinate compliance with Section 504?
2. Have there been obvious difficulties or complaints about the local government services from individuals with disabilities?

YES - Proceed to Question 3

NO- Proceed to Question 4.

3. Describe how resolution of complaints and steps to resolve concerns/complaints is documented?

4. What written procedures have been established to ensure that appropriate initial and continuing steps to notify participants, beneficiaries, applicants, etc. that the local government does not discriminate on the basis of handicap (24 CFR 8.54)?
5. Does the local government have a written grievance procedure/policy for handling the prompt and equitable resolution of any complaints of discrimination based on disability?
 - YES- **ATTACH** a copy of the current local government policy which should include the date the policy was established, the date the policy was distributed to staff, and the citation for the policy.
 - NO- Modification or corrective action:
6. Has the local government adopted procedures that incorporate due process standards and allow for prompt resolution of any complaints or alleged discrimination based on disabilities (24 CFR 8.53)?
 - YES - **ATTACH** a copy of your current grievance procedures and the name of the person or unit responsible for receiving and processing complaints.
 - NO- Modification or corrective action:
7. Has the local government notified staff and program participants about the grievance procedures?
 - YES
 - NO- Modification or corrective action:
8. Is the grievance procedure and/or nondiscrimination policy published in the newspaper at least once a grant cycle (or once a year)?
 - YES
 - NO- Modification or corrective action:
9. Does the grievance procedure inform individuals of their rights to file a complaint with a state or federal agency and include the agency's addresses?

HUD PORTAL SECTION 504:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/disabilities/sect504faq

: (919) 707-9160

RESOLUTION 15-86

ADOPTING AN EQUAL EMPLOYMENT AND PROCUREMENT PLAN

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV 11: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt an Equal Employment and Procurement Plan; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting an Equal Employment and Procurement Plan the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program grant.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY Adopt the Equal Employment and Procurement Plan, being more fully articulated in *Attachment A* to this resolution.

The foregoing Resolution 15-86, 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 44, p **; CAF 15-122*

CITY OF HENDERSON EQUAL EMPLOYMENT AND PROCUREMENT PLAN

The City of Henderson maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the City prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The City shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the Director of Human Resources assist in the implementation of this policy statement.

The City shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Mayor.

The City is committed to this policy and is aware that with its implementation, the City will receive positive benefits through the greater utilization and development of all its human resources.

The City of Henderson maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the City prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The City shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the Planning and Community Development Director to assist in the implementation of this policy statement.

The City shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Mayor.

The City is committed to this policy and is aware that with its implementation, the City will receive positive benefits through the greater utilization and development of all its human resources.

Adopted this _____ day of _____, 20__.

James D. O'Geary
Mayor

ATTEST:

Esther McCrackin
City Clerk

D. Rix Edwards
City Attorney

RESOLUTION 15-87

ADOPTION OF AN EXCESSIVE FORCE POLICY

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified twelve Core Values and Principles and eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses two Core Values as follows: **CV 3: Fairness:** We value equity and will be fair in how we work with citizens and customers and how we implement City policies, regulations and ordinances; *and* **CV 11: Performance Excellence:** We value excellence in how we govern and deliver services and believe that we should always strive for continuous improvement in our work and service delivery processes; *and*

WHEREAS the City of Henderson was awarded an Infrastructure Community Development Block Grant January 15, 2015 by the North Carolina Department of Environment and Natural Resources *and*

WHEREAS, it is a requirement of the grant for the City to adopt an Excessive Force Policy; *and*

WHEREAS, this plan requires the City to identify any underutilized groups of people in its potential workforce and ensure attempts to employ them; *and*

WHEREAS, by adopting an Excessive Force Policy the City of Henderson is meeting the compliance requirements of the CDBG Infrastructure Program.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY Adopt the Excessive Force Policy being more fully articulated in *Attachment A* to this resolution.

The foregoing Resolution 15-87, 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 44, p **; CAF 15-122*

CITY OF HENDERSON
EXCESSIVE FORCE POLICY

City of Henderson

July 2015 – July 2018

The *City of Henderson*, hereby adopts an Excessive Force Policy that is in accordance with the applicable State of North Carolina and Federal Regulations, i.e., Section 519 of Public Law 101-144, (1990 HUD Appropriations Act) requiring units of government receiving CDBG funds to adopt and enforce Excessive Force Provision. The *City*, as the recipient of Federal and/or State CDBG-I Grant Funds, acknowledges its responsibility to and will adhere to the aforesaid NC State and Federal Excessive Force Regulations. More particularly, the *City* adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any and all individuals engaged in non-violent civil rights demonstrations, and is adopting and will enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the *City of Henderson*.

Records of all comments, objections and/or complaints by citizens concerning the City's CDBG program and subsequent action taken in response to those comments shall be maintained on file at City and shall be made available for public inspection upon request.

Adopted this _____ day of _____, 20__.

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

D. Rix Edwards, City Attorney

City Council Action Form

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



Council Meeting: 26 Oct 15 Regular Meeting

20 October 2015

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

FR: Frank Frazier, City Manager

RE: CAF: 15-98

Consideration of Approval of Ordinance 15-41, FY 15-16 Budget Amendment #13, Establishing the Budget for the CDBG Infrastructure Project 14-I-2658 (Newton Dairy Road/Birch and Bobbitt Street Sewer Extension Project).

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- KSO 5: Provide Reliable, Dependable Infrastructure: To provide reliable, dependable and environmentally compliant infrastructure systems.

Recommendation:

- Approval of Ordinance 15-41, FY 15-16 Budget Amendment #13, Establishing the Budget for the CDBG Infrastructure Project 14-I-2658 (Newton Dairy Road/Birch and Bobbitt Street Sewer Extension Project).

Executive Summary:

The City Council approved Resolution 14-10-A on 11 August 2014 authorizing the re-submission of an application to the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Infrastructure for a CDBG Infrastructure grant which was composed of the Newton Dairy Gravity Sewer Extension and Birch and Bobbitt Streets sewer extension projects. CDBG approved this project for funding on January 15, 2015 and the City Council approved Resolution 15-49 to provide adequate funding and the Contract with CDBG was executed by the Mayor on June 11, 2015.

Below is a summary of the project:

Newton Dairy Road Gravity Sewer Extension and Birch and Bobbitt Streets' Sewer Extension. The Newton Dairy Road Project would eliminate an aging pump station and the Birch and Bobbitt Streets' project would extend sewer into an area with failing septic systems. The Project budget is \$1,532,400 and is defined in the budget ordinance attached.

The project costs are broken down into Engineering, Construction Administration, Grant Administration, Easement Assistance and Contingency. The following breakdown provides more definition to the categories:

Engineering:

Study and Report Phase	\$ 30,800
Preliminary Design	\$ 32,000
Final Design Phase	\$ 39,000
Bidding and Negotiation	\$ 8,000
Construction Administration	\$ 39,000
Grant Administration	\$ 80,000
Easement Assistance	\$ 15,000
Construction	\$ 1,159,740
Contingency	\$ 128,860
Total Project Cost	\$ 1,532,400

The CDBG program is very specific about the expenditures of these funds and the meeting of specific milestones. The reporting, monitoring and overall paperwork is extensive thus the effort by both staff and the consultant will be demanding but the benefit to the citizens and the public health makes this a very positive project to our community.

ORDINANCE 15-41

FY 15-16 BUDGET AMENDMENT # 13, ESTABLISHING THE BUDGET FOR THE CDBG INFRASTRUCTURE PROJECT 14-I-2658 (NEWTON DAIRY ROAD/BIRCH AND BOBBITT STREET SEWER EXTENSION PROJECT)

WHEREAS, the City Council of the City of Henderson (Council), on 22 June 2015, adopted its FY 15-16 Operating Budget; *and*

WHEREAS, the Council has created and uses a Grants Projects Fund for active grant projects. said fund referred to as 55: Grants Projects Fund; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and grants projects fund from time-to-time, said amendment being incorporated into this Ordinance.

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

FUND: 55: Grants Fund			Ordinance 15-41 FY 15-16 Budget Amendment #13 Establishing Grant Project 55-304 DWI CDBG Sewer - Birch Bobbitt Budget Amendment #1 to this Grant			
55: GRANTS FUND REVENUES			Approved	Current		
<i>Department</i>	<i>Line Item</i>	<i>Account</i>	22-Jun-15	Budget	Amendment	Revised
304: DWI CDBG - Sewer	DWI CDBG - Sewer	55-304-458146	\$ -	\$ -	\$ 1,532,400	\$ 1,532,400
Total			\$ -	\$ -	\$ 1,532,400	\$ 1,532,400
55: GRANTS FUND EXPENDITURES			Approved	Current		
<i>Department</i>	<i>Line Item</i>	<i>Account</i>	22-Jun-15	Budget	Amendment	Revised
304: DWI CDBG - Sewer	Design	55-304-510100	-	-	109,800	109,800
304: DWI CDBG - Sewer	Grant Administration	55-304-510200	-	-	80,000	80,000
304: DWI CDBG - Sewer	Construction	55-304-510400	-	-	1,135,360	1,135,360
304: DWI CDBG - Sewer	Right of Way Easements	55-304-510600	-	-	15,000	15,000
304: DWI CDBG - Sewer	Construction Administration	55-304-510800	-	-	39,000	39,000
304: DWI CDBG - Sewer	Contingency	55-304-999010	-	-	153,240	153,240
Total			\$ -	\$ -	\$ 1,532,400	\$ 1,532,400
Variance					\$ -	
Reference:			Notes:			
CAF 15-98: 26 October 2015			Consideration of Approval of the Project Budget for the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Infrastructure; CDBG Infrastructure Project 14-I-2658 (Newton Dairy Road/Birch and Bobbitt Street Sewer Extension Project).			
			This amendment establishes the project budget for a grant awarded to the City of Henderson. The total project budget will be \$1,532,400. The grant will be used for public sewer improvements and housing rehabilitation sewer connections.			

The foregoing Ordinance 15-41, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote and received the following votes and was ** on this the ___ day of ___ 2015: YES: **. NO: **. ABSTAIN: **. ABSENT: **.

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

*Reference: Minute Book ** p. **; CAF 15-41*

Reviewed by: _____ Date: _____
Frank Frazier, City Manager

City Council Action Form

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



Council Meeting: 26 Oct. 15 Short Reg Meeting

21 October 2015

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

FR: Frank Frazier, City Manager

RE: **CAF: 15-130**

Consideration of Approval of Resolution 15-92, Authorizing the Mayor to Sign a Corporate Resolution for First Citizens Bank Updating Signatory Information

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 15-92, Authorizing the Mayor to Sign a Corporate Resolution for First Citizens Bank Updating Signatory Information

Executive Summary:

As you are aware, Interim Finance Director Michelle Daniels has submitted her resignation effective as of October 23, 2015. A new Finance Director is actively being pursued; however, during this transition time, it is necessary to have an additional signatory to sign checks, as two signatures are required, and someone to serve in that capacity until such time as a Finance Director can be put in place. I am recommending that Accountant, Lisa Boyd serve in that capacity and be added to the signatory certificate as she will also undertake some additional responsibilities of the Finance Department during this time. The First Citizens Bank Card will be reissued once a new Finance Director is hired.

Attachments:

1. Resolution 15-92

RESOLUTION 15-92

AUTHORIZING THE MAYOR TO SIGN A CORPORATE RESOLUTION FOR FIRST CITIZENS BANK UPDATING SIGNATORY INFORMATION

WHEREAS, the City Council conducted its Annual Planning Retreat in January 2015, and during said Retreat identified Strategic Objectives and Goals; *and*

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

WHEREAS; due to the resignation of Interim Finance Director Michelle Daniels, it is now necessary to update the corporate resolution by removing Ms. Daniels from the signatory card and appointing Accountant Lisa Boyd and City Manager Frank Frazier as the only authorized signatories having the authority to handle banking relationships between the City of Henderson and First Citizens Bank.

WHEREAS; it is also necessary to update the First Citizens Bank credit card by removing Ms. Daniels and re-issuing the credit card from First Citizens Bank once a Finance Director is hired.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE, the Corporate Resolution more fully articulated in “*Attachment A*” to this Resolution; *and*

BE IT FURTHER RESOLVED that the Mayor is authorized to sign all agreements and documents necessary regarding this Corporate Resolution.

The foregoing Resolution 15-92, 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 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 44, p

City Council Action Form

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



Council Meeting: 26 Oct 15 Short Reg. Meeting

21 October 2015

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: Frank Frazier, City Manager
RE: **CAF: 15-127**
Consideration of Approval of Resolution 15-90, Adopting the 2016 City Council Meeting Schedule.

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 15-90, Adopting the 2016 City Council Meeting Schedule

Executive Summary:

As part of the annual meeting planning efforts, a schedule for all 2016 regular council meetings and work sessions has been prepared for Council's consideration. As was mentioned in a previous Council meeting, several members of Council have recommended that the regular City Council meetings be reduced to one meeting per month. This meeting would be held the 2nd Monday of each month for the upcoming calendar year. There may need to be some restructuring or rescheduling of the Planning & Zoning Board meetings to insure consistency with their meetings and any issues they may have that need to be presented to Council for consideration.

If it becomes imperative that an issue be brought before Council prior to the next scheduled meeting, or it is decided that a work session is needed, the Council may schedule the meeting prior to adjourning the regular scheduled meeting.

It has also been recommended that, in order to avoid meetings running excessively late, a time frame of adjournment be set for no later than 9:00 p.m. If any items remain Council may decide to continue or delay consideration of those items to the next scheduled meeting

The Strategic Planning Retreat is recommended to follow the same format as last year with part one to be held on the evening of January 27th followed by an all-day retreat on January 28, 2016. The location will be determined and announced prior to these meetings.

The budget work sessions for FY 16-17 will be scheduled at a later date and as stated above special meetings may be noticed as needed during the year.

Attachments:

1. Resolution 15-90

RESOLUTION 15-90

APPROVING 2016 CITY COUNCIL MEETING SCHEDULE

WHEREAS, regular council meetings for 2016 have been scheduled as required by Section 12 of Part 1, The Charter, of the Code of Ordinances of the City of Henderson, North Carolina (Supplement 21 (June 21, 2014)) for its Council meetings; *and*

WHEREAS, the Council wishes to hold one regular Council meeting per month; *and*

WHEREAS, in order to avoid meetings running excessively late that the expected time of adjournment be set for no later than 9:00 p.m.; *and*

WHEREAS, if any items remain to be addressed after 9:00 p.m., Council may decide to continue or delay consideration of those items to the next scheduled meeting; *and*

WHEREAS, special meetings and/or work sessions will be called as needed throughout the year; *and*

WHEREAS, the Strategic Planning Retreat is recommended to follow the same format as last year with part one to be held on the evening of January 27 2016 and part two to be held on January 28 2016; *and*

NOW, THEREFORE BE IT RESOLVED, by the Henderson City Council that the Official 2016 Henderson City Council Meeting Schedule, as set forth in **Attachment A** to this Resolution, be approved by Council and filed with the City Clerk.

The foregoing Resolution 15-90, 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, pp. ***; CAF 14-113*

Resolution 15-90
Attachment A

**City Council Meetings are held in the Council Chambers at the
City Municipal Building, 134 Rose Avenue, Henderson NC**

City Council Meeting	2016 Schedule		Special Notes
Regular Meeting	Jan. 11, 2016	6:00 PM	
Strategic Planning Retreat	Jan 27, 2016	6:00 PM	Location to be Announced at future meeting
Strategic Planning Retreat	Jan 28, 2016	8:00 AM	Location to be Announced at future meeting
Regular Meeting	Feb. 08, 2016	6:00 PM	
Regular Meeting	Mar. 14, 2016	6:00 PM	
Regular Meeting	Apr. 11, 2016	6:00 PM	
Regular Meeting	May 09, 2016	6:00 PM	
Regular Meeting	Jun. 13, 2016	6:00 PM	
Regular Meeting	Jul. 11, 2016	6:00 PM	
Regular Meeting	Aug. 08, 2016	6:00 PM	
Regular Meeting	Sep. 12, 2016	6:00 PM	
Regular Meeting	Oct. 10, 2016	6:00 PM	
Regular Meeting	Nov. 14, 2016	6:00 PM	
Regular Meeting	Dec. 12, 2016	6:00 PM	

Please note that the City Council may schedule special meetings in addition to the ones listed above and/or cancel meetings as circumstances warrant.

City Council Action Form

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



Council Meeting: 26 Oct 15 Short Reg. Meeting

8 October 2015

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: Frank Frazier, City Manager
RE: CAF 15-120
Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of September 2015.

Ladies and Gentlemen:

Recommendation:

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

Executive Summary

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

Sept 2015 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Real & Personal Property			
Releases			
Vaughn, Tokey Heirs	Taxes Lost to Foreclosure	2011	104.94
Hargrove, James Edward	Taxes Lost to Foreclosure	2012	168.37
Vaughn, Tokey Heirs	Taxes Lost to Foreclosure	2012	104.94
Hargrove, James Edward	Taxes Lost to Foreclosure	2013	178.45
Reid, Andre Lamont	Correct Ownership	2013	171.50
Reid, Shirely Ann	Correct Ownership	2013	(171.50)
Vaughn, Tokey Heirs	Taxes Lost to Foreclosure	2013	266.22
Hargrove, James Edward	Taxes Lost to Foreclosure	2014	178.45
Reid, Andre Lamont	Correct Ownership	2014	171.50
Reid, Shirely Ann	Correct Ownership	2014	(171.50)
Vaughn, Tokey Heirs	Taxes Lost to Foreclosure	2014	266.22

Sept 2015 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Hargrove, James Edward	Taxes Lost to Foreclosure	2014	178.45
Reid, Andre Lamont	Correct Ownership	2014	171.50
Reid, Shirely Ann	Correct Ownership	2014	(171.50)
Vaughn, Tokey Heirs	Taxes Lost to Foreclosure	2014	266.22
Boyd, Johnnie Mitchell	Correct Value	2015	821.31
Dunston, Mildred G	Correct Ownership	2015	416.84
Dunston, Phyllis, Consulting	Correct Ownership	2015	(416.84)
Hargrove, James Edward	Taxes Lost to Foreclosure	2015	178.45
Reid, Andre Lamont	Correct Ownership	2015	171.50
Reid, Shirely Ann	Correct Ownership	2015	(171.50)
Vaughn, Tokey Heirs	Taxes Lost to Foreclosure	2015	266.22
Total R&P Property Releases			2,533.57
Real & Personal Property			
Refunds	None reported		0.00
Total R & P Property Refunds			0.00
Total R&P Prop. Rel. & Ref.			\$ 2,533.57

City Council Memo

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



Council Meeting: 26 Oct 15 Short Reg. Meeting

16 October 2015

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

FR: City Manager Frank Frazier

RE: **CM 15-02: Declaration of Surplus Property.**

Ladies and Gentlemen:

Pursuant to Resolution 9-10, property identified below by Henderson Water Reclamation Facility staff is declared surplus and will be either auctioned on GovDeals, or sold for scrap. No action is required of Council; however, it is felt appropriate to advise Council of said declaration and to offer an opportunity for questions and/or objections to the proposed sale.

2- Keaser Compressors

3- Round Tanks Approx. 14 Ft. Tall and 8 Ft. Diam.

1-Barscreen

1-Old SS UV Cabinet

8-Old SS UV Modules Approx. 8 Ft. Tall

1-Old 02 Tank Approx. 18 Ft. Tall 12 Ft. Diam.

2- Mixer with Motor Assembly

1-Cooling Tower

Several Empty Cabinets Different Sizes

1-Skid of Controls about 12 Ft. Long

1-Skid of Controls about 8 Ft. Long

1-02 Compressor with Flywheel

Various Piping different Sizes and Lengths

2-Marlow Pump and Motor Assembly

1-Radiator for Old Generator

Other items that would be considered Miscellaneous Scrap - Approximately 3 Dump Truck Loads.

1-Lime Tower and components

Meetings and Events Calendar

All Regular 2015 City Council Meetings Held 2nd & 4th Monday at 6:00 P.M.

Beginning 2016- All Regularly Scheduled Council Meetings will be held on the 2nd Monday of the Month only

Date	Time	Event	Location
Nov 3 rd	3:30 PM	<i>Henderson Planning Board Meeting</i>	City Council Chambers
Nov 3 rd	3:30 PM	<i>Henderson Zoning Adjustment Board Meeting</i>	City Council Chambers
Nov 9 th	5:00 PM	<i>Perry Memorial Library Advisory Board Meeting</i>	Perry Memorial Library
Nov 9 th	6:00 PM	<i>City Council Regular Meeting</i>	City Council Chambers
Nov 11 th	<i>City Hall Closed</i>		<i>City Hall Closed</i>
Nov 12 th	12:00 PM	<i>Henderson-Vance Parks & Recreation Commission Meeting</i>	Aycock Recreation Center
Nov 16 th	2:30 PM	<i>Human Relations Commission</i>	City Council Chambers
Nov 23 rd	6:00 PM	<i>City Council Short Regular Meeting Work Session to Immediately Follow</i>	City Council Chambers
Nov 26 th	<i>City Hall Closed</i>		<i>City Hall Closed</i>
Nov 27 th	<i>City Hall Closed</i>	HAPPY THANKSGIVING!	<i>City Hall Closed</i>
Dec 7 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room
Dec 7 th	3:30 PM	<i>Henderson Planning Board Meeting</i>	City Council Chambers
Dec 8 th	3:30 PM	<i>Henderson Zoning Adjustment Board Meeting</i>	City Council Chambers
Dec 10 th	12:00 PM	<i>Henderson-Vance Parks & Recreation Commission Meeting</i>	Aycock Recreation Center
Dec 14 th	6:00 PM	<i>City Council Regular Meeting</i>	City Council Chambers
Dec 21 st	2:30 PM	<i>Human Relations Commission</i>	City Council Chambers
Dec 23 rd	<i>City Hall Closed</i>		<i>City Hall Closed</i>
Dec 24 th	<i>City Hall Closed</i>		<i>City Hall Closed</i>
Dec 25 th	<i>City Hall Closed</i>		<i>City Hall Closed</i>
Dec 28 th	CANCELLED	<i>City Council Short Regular Meeting CANCELLED</i>	CANCELLED
Jan 1 st	<i>City Hall Closed</i>		<i>City Hall Closed</i>
*Jan 4 th	3:30 PM	<i>Henderson Planning Board Meeting</i>	City Council Chambers
*Jan 5 th	3:30 PM	<i>Henderson Zoning Adjustment Board Meeting</i>	City Council Chambers
*Jan 11 th	5:00 PM	<i>Perry Memorial Library Advisory Board Meeting</i>	Perry Memorial Library
*Jan 11 th	6:00 PM	<i>City Council Regular Meeting</i>	City Council Chambers
*Jan 14 th	12:00 PM	<i>Henderson-Vance Parks & Recreation Commission Meeting</i>	Aycock Recreation Center
*Jan 29 th	10:00 AM	<i>Henderson-Vance E-911 Advisory Board Meeting</i>	E-911 Operations Center

Last Updated 21 October 2015 *(Dates are tentative and subject to change at this time)



Henderson Fire Department

211 Dabney Drive
 Henderson, North Carolina 27536
 Phone: (252) 438-7315
 Fax: (252) 438-1460

Steve F. Cordell
 Interim Fire Chief

TO: FRANK FRAZIER, CITY MANAGER
 FROM: STEVE F. CORDELL, INTERIM FIRE CHIEF
 DATE: OCTOBER 5, 2015

FIRE SUPPRESSION AND RESCUE ACTIVITY REPORT FOR: SEPTEMBER 2015

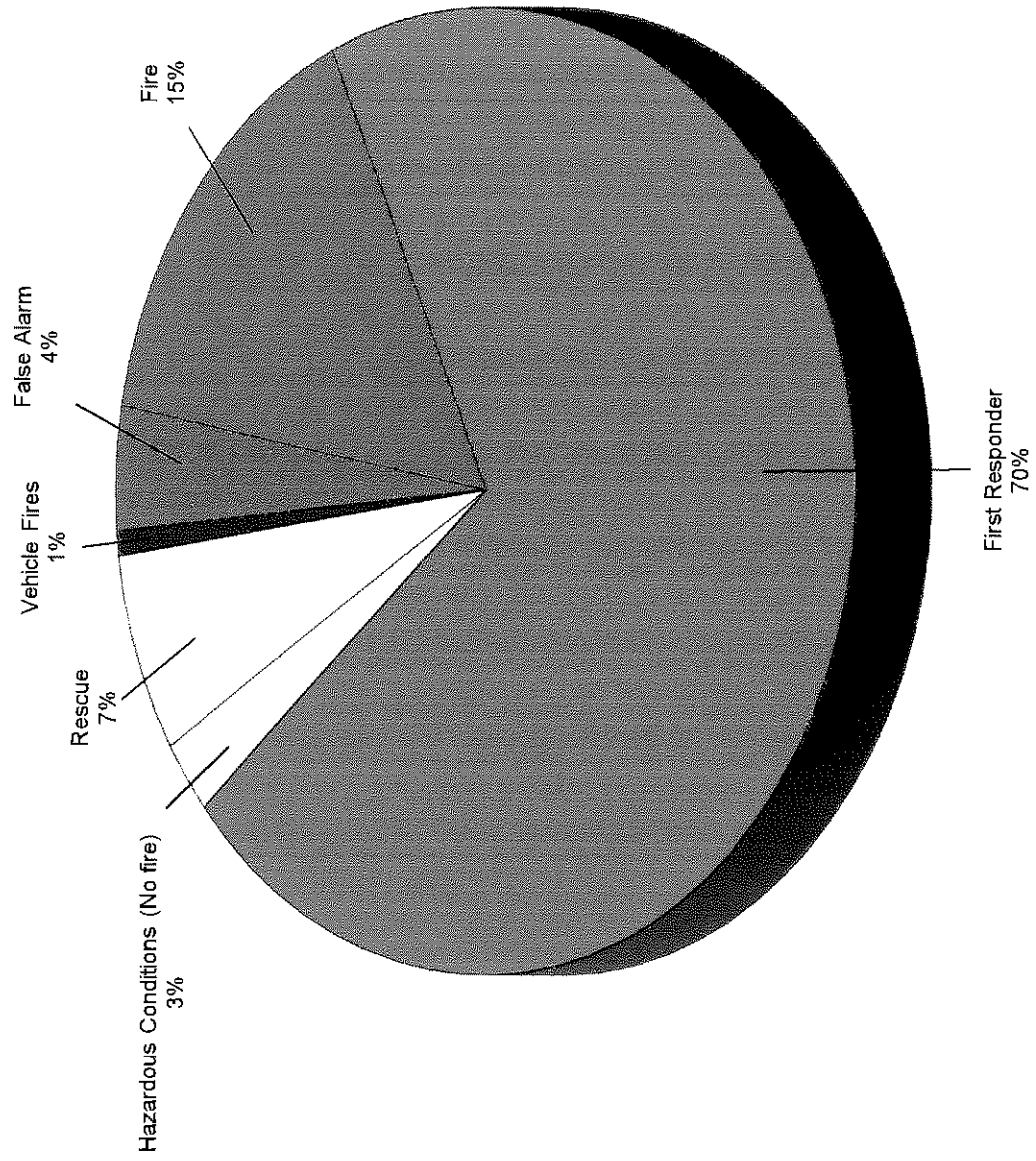
TYPE OF CALL	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
PRIVATE DWELLINGS (1 or 2 Family), Including Mobile Homes	16	18	188
APARTMENTS (3 or More Families)	2	7	33
HOTELS AND MOTELS	0	0	5
ALL OTHER RESIDENTIAL (Dormitories, Boarding Houses, Tents, etc.)	0	0	5
PUBLIC ASSEMBLY (Church, Restaurant, Clubs, etc.)	1	3	18
SCHOOLS AND COLLEGES	0	0	1
HEALTH CARE AND PENAL INSTITUTIONS (Hospitals, Nursing Homes, Prisons, etc.)	1	4	21
STORES AND OFFICES	3	1	33
INDUSTRY, UTILITY, DEFENSE, LABORATORIES, MANUFACTURING	0	0	8
STORAGE IN STRUCTURES (Barns, Vehicle storage Garages, General Storage, etc.)	0	0	1
OTHER STRUCTURES (Outbuildings, Bridges, etc.)	0	1	1
WORKING STRUCTURE FIRE	3	2	33
FIRES IN HIGHWAY VEHICLES (Autos, Trucks, Buses, etc.)	1	3	16
FIRES IN OTHER VEHICLES (Planes, Trains, Ships, Construction or Farm Vehicles)	0	0	0

FIRE OUTSIDE OF STRUCTURES WITH VALUE INVOLVED, BUT NOT VEHICLES (Outside Storage, Crops, Timber, etc.)	0	1	1
FIRES IN BRUSH, GRASS, WILD LAND (Excluding Crops and Timber) With No Value Involved	0	0	18
FIRES IN RUBBISH, INCLUDING DUMPSTERS (Outside structures), With No Value Involved	2	0	17
ALL OTHER FIRES	5	3	14
RESCUE	16	23	200
FIRST RESPONDER	169	208	1386
FALSE ALARM RESPONSES (Malicious or Unintentional False Calls, Malfunctions, Bomb Scares)	10	10	128
MUTUAL AID OR ASSISTANCE RESPONSES	5	7	45
HAZARDOUS MATERIALS RESPONSES (Spills, Leaks, etc.)	0	2	19
OTHER HAZARDOUS RESPONSES (Arcing wires, Bomb Removal, Power Line Down, etc.)	4	6	39
ALL OTHER RESPONSES (Smoke Scares, Lock-Outs, Animal Rescues, etc.)	2	1	22
TOTALS	240	300	2465

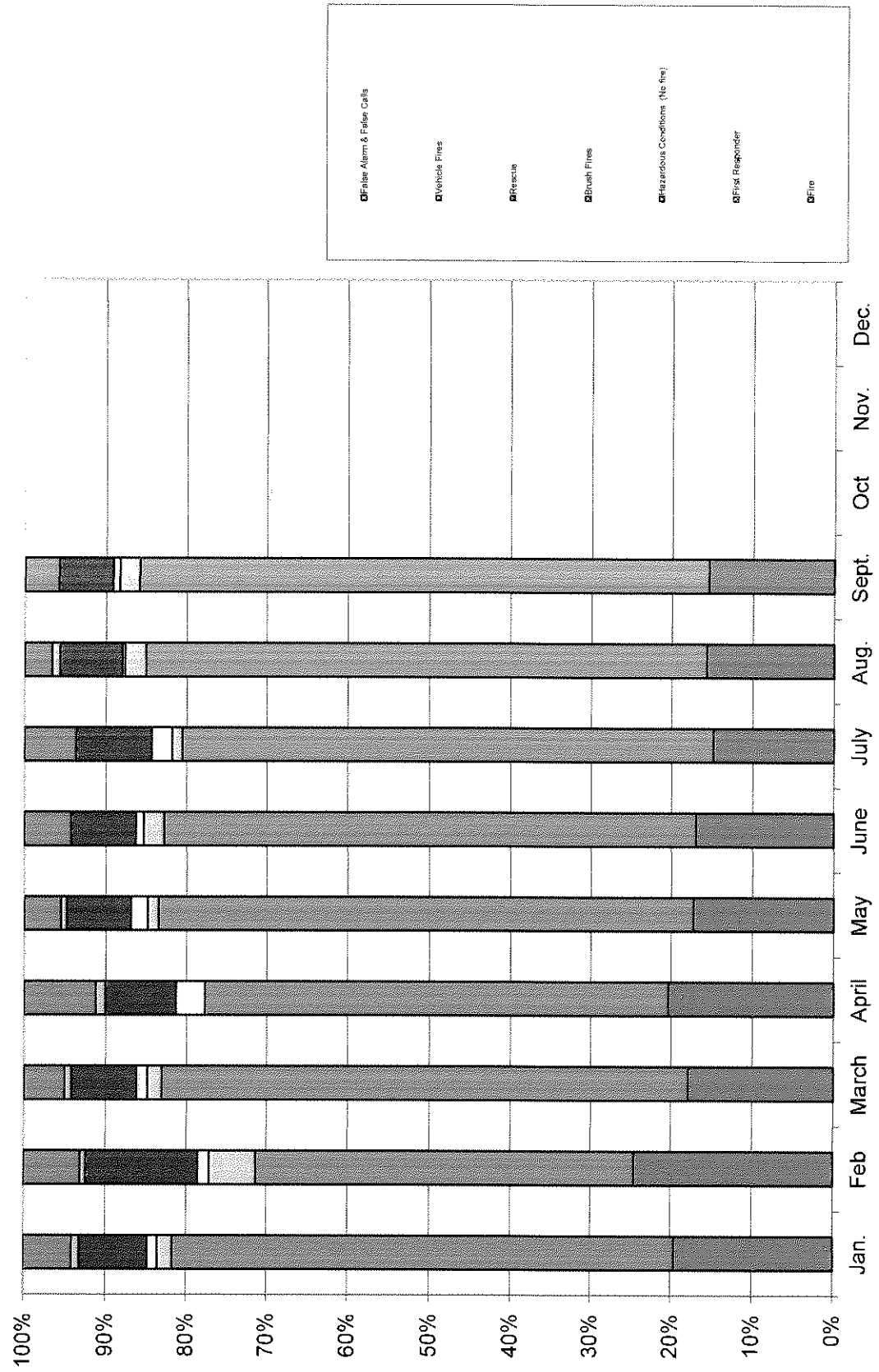
	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
Total Fire Incidents With Property and/or Contents Loss	6	13	86
Total of Property and Contents Value Saved	\$ 596,150.00	\$ 4,634,726.00	\$ 24,963,822.00

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

Incident Summary For September



YEAR TO DATE SUMMARY BY MONTH FOR 2015



INSPECTION ACTIVITIES REPORT FOR: September, 2015

INSPECTIONS	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
ASSEMBLY	1	10	65
BUSINESS	0	10	150
EDUCATIONAL	0	0	0
HAZARDOUS	0	0	0
INDUSTRIAL	0	0	6
INSTITUTIONAL	3	4	27
MERCANTILE	1	4	90
RESIDENTIAL	2	2	40
STORAGE	0	1	6
DAY CARE	0	0	0
HOME CARE	0	0	0
FOSTER CARE	0	0	0
VACANT	8	17	25
TOTALS	15	48	409

	PRESENT MONTH	PREVIOUS MONTH	YEAR-TO-DATE
CODE VIOLATIONS	8	27	238
FOLLOW UP INSPECTIONS	3	3	69

FIRE PREVENTION ACTIVITY REPORT FOR YEAR OF: 2015

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
Service Calls to Residents	20	10	15	8	700	560	476	223	320				2,279
Home Inspections / Door Hanger Follow Ups	2	0	0	0	30	24	36	10	15				117
Smoke Alarms Installed	11	5	3	4	15	10	18	5	8				79
Batteries Installed in Smoke Alarms	9	5	12	4	35	32	25	10	15				147
Carbon Monoxide Alarms Installed	0	0	1	2	2	0	3	2	2				12
Prevention Campaigns / Seasonal Safety	5	7	4	6	3	8	4	5	4				46
Community / Civic Group Presentations	0	3	2	1	0	0	1	3	2				12
Station Tours	1	0	1	3	0	4	1	2	3				15
School / Daycare Presentations	1	2	1	1	0	1	2	3	7				18
Community / Business Displays	1	0	1	0	1	2	0	2	1				8
Fire Extinguisher Training	0	2	1	0	1	1	1	2	2				10
Child Safety Seats Inspected	6	3	2	5	2	6	4	5	6				39
Safe Kids / Educational Programs	1	2	2	1	1	1	1	2	1				12
Injury Prevention Programs	5	4	5	3	3	2	4	5	7				38
Total Participants in Fire & Life Safety Programs	200	400	350	450	1,000	1,700	800	900	700				6,500
Shift Coverage / Priority Call Backs	48	0	24	16	56	80	32	16	8				280

MONTHLY CITATION REPORT FOR THE MONTH OF: SEPTEMBER 2015

LOCATION	CURRENT MONTH FIRE LANE	CURRENT MONTH HANDICAPPED	LAST MONTH FIRE LANE	LAST MONTH HANDICAPPED	YEAR TO DATE
Cardinal Plaza					0
Compare Foods					0
Crossroads Shopping Center					0
Dabney Shopping Center					1
Dabney West Mall					1
Golden Corral					0
Guardian Care					0
Henderson Mall					0
Henderson Square					0
Lowe's					5
Maria Parham Hospital					0
Market Place	1				1
Northside Plaza					0
Oak St					0
Rose's Norlina Rd					0
Staples					0
Vance County Courthouse					0
Vance Medical Arts Bldg					0
Vance Square					0
Village Square					0
Wal Mart					9
Walgreens					0
Ollie's	1				1
TOTALS	2	0	0	0	18

TRAINING DIVISION PRODUCTIVITY - SEPTEMBER 2015

Henderson Fire Department

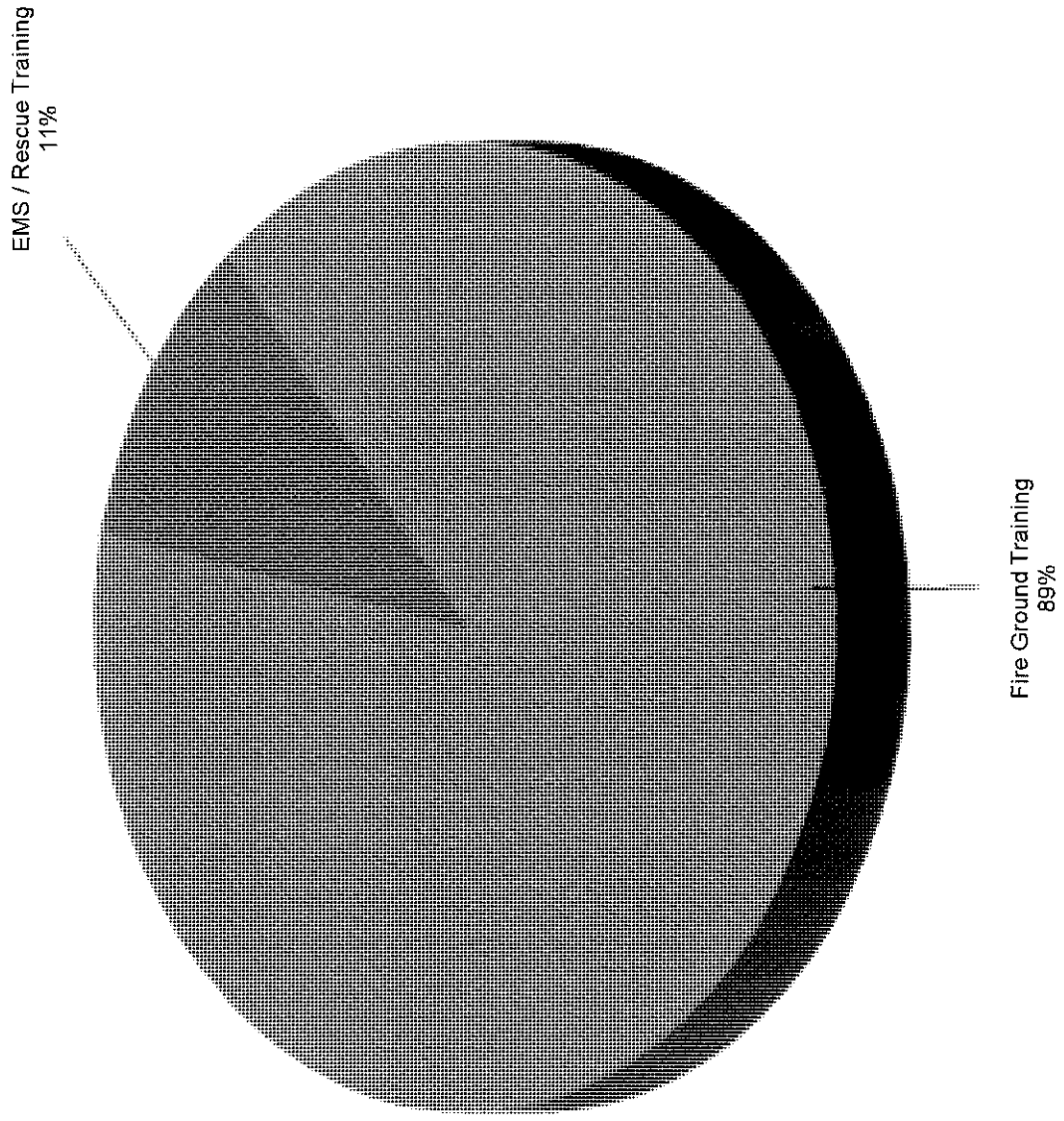
Types of Courses Taught	Course Hours Taught	Man-hours of Training
Fire Ground Training	100	568
EMS / Rescue Training	12	100
Special Training	0	0

Totals	112	668
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	Course Hours Taught	Man-hours of Training
PREVIOUS MONTH TOTAL	370	1346

YEAR - TO - DATE TOTAL	1818	8713
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Training Hours by Category - September 2015



Fire Department Regulatory Compliance

The Fire Department has met all regulatory compliance items for the month of September 2015



AGENDA

**Henderson City Council Work Session
Monday, 26 October 2015 Immediately Following Regular Session
R. G. (Chick) Young, Jr. Council Chambers, Municipal Building
134 Rose Avenue
Henderson, North Carolina**

Mayor and City Council Members

Mayor James D. O'Geary, Presiding
Mayor Elect Eddie Ellington

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

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

City Officials

Frank Frazier City Manager
D. Rix Edwards, City Attorney
Esther J. McCrackin, City Clerk

I. CALL TO ORDER

II. ROLL CALL

III. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA

IV. REGULAR WORK SESSION

- a)* Consideration of Approval of Resolution 15-89, Authorizing a Contract with Point & Pay to Provide On-line Credit/Debit & E-check Payment Service to Water and Sewer Customers. (CAF 15-124) [See Notebook Tab 15]
- Resolution 15-89
- b)* Consideration of Approval of Ordinance 15-34, Amending Sections 15-20 and 15-20.1 of the City Code Relative to Water Cross Connections and Backflow Prevention. (CAF 15-87) [See Notebook Tab 16]
- Ordinance 15-34

c) Consideration of Approval of Resolution 15-72, Authorizing a Water Tower Lease Agreement with Cellco Partnership C/B/A Verizon Wireless. (CAF 15-121) [See Notebook Tab 17]

- Resolution 15-72

V. ADJOURNMENT

City Council Action Form

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



Council Meeting: 26 Oct 15 Work Session

19 October 2015

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

FR: Frank Frazier, City Manager

RE: **CAF 15-124**

Consideration of Approval of Resolution 15-89, Authorizing a Contract with Point & Pay to Provide On-line Credit/Debit & E-check Payment Service to Water and Sewer Customers

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

KSO 1: AP 1-1: Implement Process Improvement

Recommendation:

- Approval of Resolution 15-89, Authorizing a Contract with Point & Pay to Provide On-line Credit/Debit & E-check Payment Service to Water and Sewer Customers

Executive Summary

Currently the City of Henderson accepts payments in person, by mail or by phone. When paying in person, the customer service representative may accept cash, check or the customer can pay by swiping a debit or credit card. When a customer calls in a payment; however, the customer service representative must manually input the credit/debit card account numbers and amount of payment.

Many customers have asked for the online payment availability and this has been researched and is being recommended by staff as a way to improve customer service as well as insuring timeliness of the payment.

As you will see in the attached information, Point & Pay has over 14 years of experience and is currently providing this service for many counties, cities and agencies nationwide. This software is compatible with our accounting software. City staff has reviewed other vendors but feel this is the best company to meet our needs.

The current cost for accepting debit/credit cards with First Citizens is approximately \$1.11 per transaction. At the present time, these costs are budgeted through the water funds in the amount of \$20,000. Once activated, this cost may increase due to the number of customers taking advantage of this service.

There are cities/towns that charge a convenience fee to provide this service, if the customer should choose to use it. Point and Pay allows a convenience fee paid by the customer or a lesser fee if absorbed by the city. A list of the nearby jurisdictions and the fees they charge is below.

Warren County	\$3.95 convenience fee
South Granville Water & Sewer Authority	\$5.00 convenience fee
Louisburg - no online bill pay, but charges \$5.00 fee for over the phone manual credit/debit card payments.	
Oxford – no online bill pay; do not accept credit/debit cards	
Franklin County – no online bill pay; just recently started accepting credit/debit cards.	

If the city chooses to charge a convenience fee, it would require a revision to our schedule of fees, and the fee would only be applicable to online or telephone payments and not over the counter payment by debit or credit card.

Attachments:

1. Resolution 15-89
2. Point & Pay Info

RESOLUTION 15-89

AUTHORIZING A CONTRACT WITH POINT & PAY TO PROVIDE ON-LINE CREDIT/DEBIT & E-CHECK PAYMENT SERVICE TO WATER AND SEWER CUSTOMERS

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

WHEREAS, this Resolution addresses **KSO1: AP 1-1: Implement Process Improvement**; *and*

WHEREAS, currently the City of Henderson (*City*) only accepts payments for water and sewer accounts in person, by mail or by phone; *and*

WHEREAS, many customers have asked for online payment availability; *and*

WHEREAS, Staff has researched and recommends Point & Pay to provide these services to the customers of the City of Henderson; *and*

WHEREAS, in order to help absorb the cost, a small fee, to be determined, will be charged when the customer utilizes this service.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE a contract with Point & Pay to provide online credit/debit and e-check payment service to water and sewer customers, being more fully articulated in *Attachment A* to this Resolution.

BE IT FURTHER RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHORIZE the Mayor to sign all documents effecting said contract.

The foregoing Resolution 15-89, 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 44, p **; CAF 15-122*



City of Henderson (NC)
Point & Pay Proposal
7/24/15

Description of Services:

Web: Capable of multiple items within single transaction

- Visa, MasterCard, Discover, American Express(Debit/Credit)- accepted
- E-checks accepted
- Customizable web pages
- Customizable messaging on receipts
- Emailed receipt at time of transaction
- Optional Integration with Harris Local Government for file based account lookup functionality (If Available)

OTC: Over-the-Counter transactions

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Customizable messaging on receipts
- Flexibility to print to many different in-house printers
- Multi-pay check out
- 2 Free Card Readers per department

IVR: Interactive Voice Response (automated phone system)

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Unique 800 telephone number for customers to make payments
- Optional Integration with Harris Local Government for file based account lookup functionality (If Available)

Reports and Deposits


- 24/7 Access to Real-Time Reporting
- 48 Hour Consolidated Settlements (Daily payments from all card types and checks settled simultaneously, no delays)
- Option to deposit to multiple bank accounts

Fee Schedule- Web, IVR, POS		
Item	Convenience Fees if Funded by the Constituent	Fees if Absorbed by City
Utility and Non-Tax Payments- all card types	2.75%,with a \$2.00 minimum	Interchange + 25 Basis Points
E-check Payments Web Payments	\$1.75 Per ECheck	\$0.65

Cost of Services	
One time set-up fee	Waived
Annual Maintenance Fee	Waived

CONFIDENTIALITY NOTICE

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		Client Application		Partner Code:		<small>(Internal Use Only)</small>	
Partner Hierarchy:		<input type="checkbox"/> This is a Super Partner		<input type="checkbox"/> This is a Sub-Partner.		SP Name and Code are:	
Account Representative: John Prodan		Submission Date:		Click here to enter a date.			
Card Readers: Quantity: 2		Target Live Date:		Click here to enter a date.			
Price per Reader: \$ 50.00							
Client Profile							
Client Legal Name as filed with the IRS:				Federal Tax ID:			
DBA:		City of Henderson (NC) - Utilities					
Address:							
City:				State:			
Zip:							
Website Address:							
Contacts							
Primary Contact Name:		Primary Phone #:		Primary Email:			
Shay Bennett		(252) 430-5716		sbennett@ci.henderson.nc.us			
Technical Contact:		Technical Phone #:		Technical Email:			
Accounting Contact:		Accounting Phone #:		Accounting Email:			
Customer Service Contact:		Customer Service Phone:		Customer Service Email:			
Notes							
Signatures							
The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement							
Signature _____				Title _____			
				Click here to enter a date.			
Name (Print) _____				Date _____			

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

[City of Henderson, NC - Utilities] ("Client")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached product application ("Product Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of (insert state here) without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application
If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

[City of Henderson, NC - Utilities]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

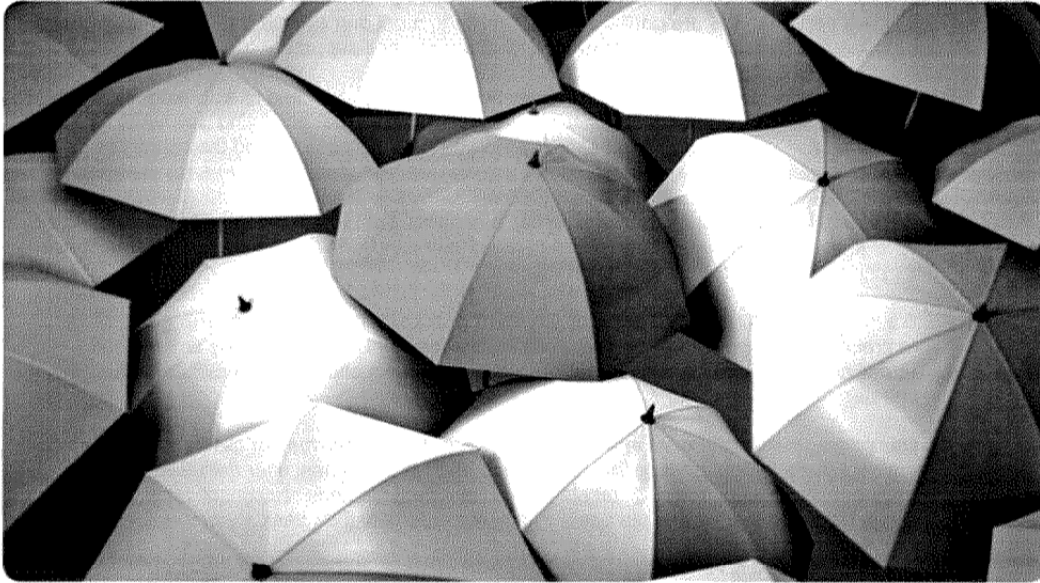
Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

Client Bank Banking Application

Product Application



City of Henderson, NC
Credit/Debit Card & E-check
Payment Proposal
9/08/2015

Prepared by:
John Prodan
Point & Pay, LLC
201.240.7321 (C)
jprodan@pointandpay.com

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Dear City of Henderson Counsel:

Point & Pay (PNP) appreciates the opportunity to introduce our solutions for merchant card account and e-payment services. We are confident in our ability to meet and exceed the City's requirements with our turnkey solution and our unparalleled level of service and support.

PNP has 14 years of experience in speeding collections, reducing costs and raising productivity for more than 1,500 counties, cities, and agencies in 48 states nationwide, accepting payments for more than 2,500 different products and services. We attribute PNP's success around the country to several factors:

- We offer the best and most robust **counter payments solution** in the industry, developed by PNP to the specifications of our clients to meet their exact needs. Many of our clients chose us primarily due to this point of differentiation.
- We build and maintain a **full suite of payment processing solutions**, enabling our clients to process any payment (for utilities, permits, citations and more), made by any method (credit cards, debit cards, and e-checks), via any payment channel (web, IVR/phone, counter, mobile and kiosk).
- Our **aggregated settlement and customized reporting** improves our clients' most common concern: simplifying the reconciliation process. In PNP's systems, user data travels with payment information, and settlements from all payment methods are consolidated into a single batch, so that clients can easily match our reports to their bank statements.
- Our **unparalleled level of service and support** ensures that your dedicated PNP representatives will personally work with the City to provide individual training for your agency personnel, support for your customers and personal assistance to meet your billing and reporting needs.

Please feel free to contact our local account team regarding questions that may arise.

John Prodan
Solutions Engineer
Point & Pay, LLC
Tel: 888-891-6064 x 5735
Cell: 201-240-7321
Email: jprodan@pointandpay.com
www.pointandpay.com

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin C. Connell'.

Kevin C. Connell
President
Point & Pay, LLC
PNP Federal Employer ID: 272028830

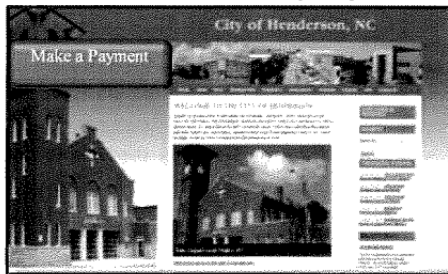
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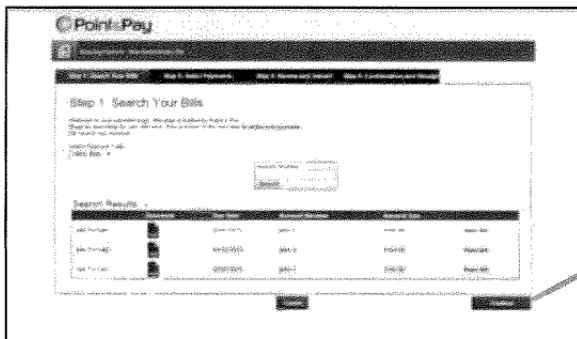
Payment Solutions

Web Payment Solutions

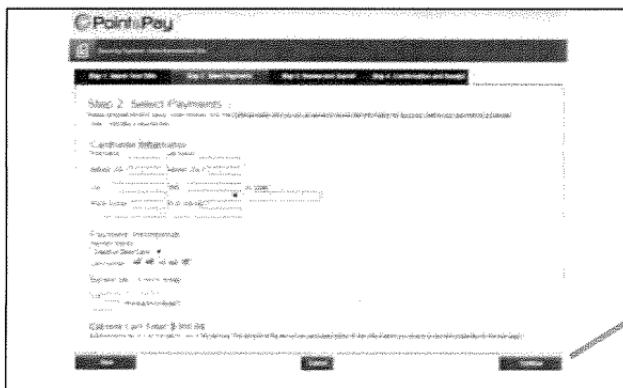
PNP will provide the City with a highly customizable and rapidly deployable web payment solution. We will configure the site to fully match the look and feel of the City's existing web pages. The website includes functionality for the exchange of customer data, either by parameter passing, file exchange, or real-time account lookup using Owner Name, Parcel ID, Tangible ID, and Location Address to start a search, ensuring payments accurately reflect related customer accounts. There are lots of options available however based on working with Harris Fox Pro and South Data, the best option for citizens and the City may be the flow as described below.



When the citizen visit's the City's website, a link to make a payment should be available That will redirect them to PNP where the credit card or e-check payment can be authorized.



Step 1: Citizen looks up bill for payment and adds payment(s) to shopping cart.

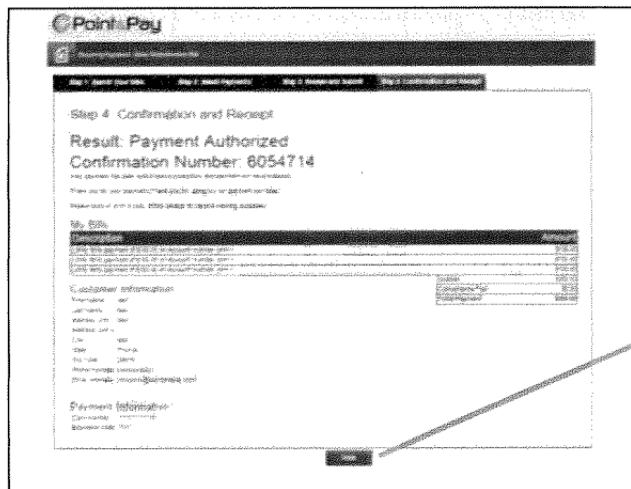


Step 2: Citizen selects the bill to be paid and then clicks the "Continue" button.

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Step 3: Citizen will review the Terms and Conditions then clicks the "Submit Payment" button.



Step 4: Payment is authorized. Citizen is emailed a copy of their receipt and has the option to print the receipt at home for their records.

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Recurring Payments

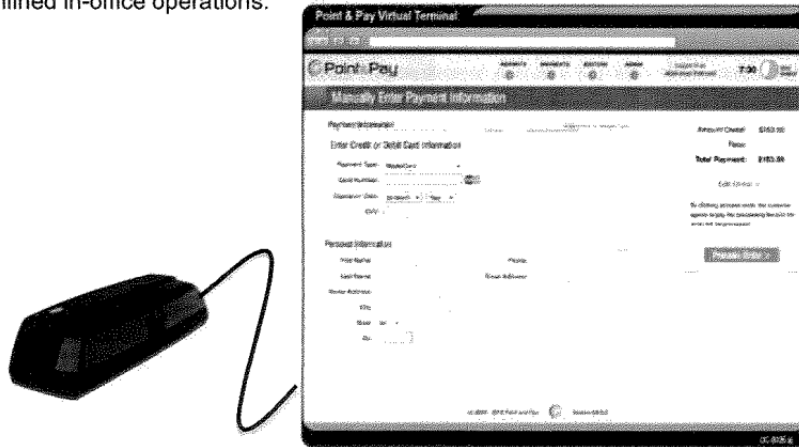
In addition to one-time payments, we can also schedule recurring payments. We offer a full suite of recurring payment solutions, including configurable plans and schedules, customer registration, bill data integration, recurring for in-person customers, recurring for call center agents, payments plans, and all of the associated management tools and reporting functions. Customers can register on-line, and PNP can validate the account against a list which the City provides us. We can update the account list daily.

Customers may also view their account payment history, and PNP's system allows customers to edit scheduled payments and maintain their profile information.

In-Person Payment Solutions

PNP will deploy its Virtual Terminal/Workbench products to service City's customers in-person. Our virtual terminal features Multi-Pay Check Out, a popular feature used to quickly service customers with multiple bills. This product is among the strongest differentiators between our suite of services and the solutions of our competitors. The virtual terminal is a web-based, log/pass protected tool, which offers "card-present" payment processing capability for environments where a computer-based solution, with data integration and supplemental support functions, makes more sense than a standalone terminal. The Virtual Terminal consists of a simple, one page payment form, housed within the workbench/admin module where the City's staff can quickly and easily accept multiple in-person payments as illustrated below.

Unlike most solutions, PNP's Multi-Pay Check Out solution offers City staff the ability to process multiple payments in a single swipe. The screen shot below illustrates a payment screen where the City's employee is taking payments. Our "virtual terminal" can easily be supplemented with a USB card reader to further expedite in-office payment traffic. Historically, this payment channel has demonstrated very high rates of utilization and has greatly streamlined in-office operations.



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Phone Payment Solutions

PNP's IVR allows the City's customers to make utility payments by telephone keypad and speech recognition. Using this VXML technology, PNP will implement a highly customizable and rapidly deployable IVR solution using a toll-free number dedicated solely to processing the City's transactions. We make options available over the IVR to validate customer accounts and present amounts due. The City's customers always have the option to speak to a live operator if they wish to discontinue the automated process.

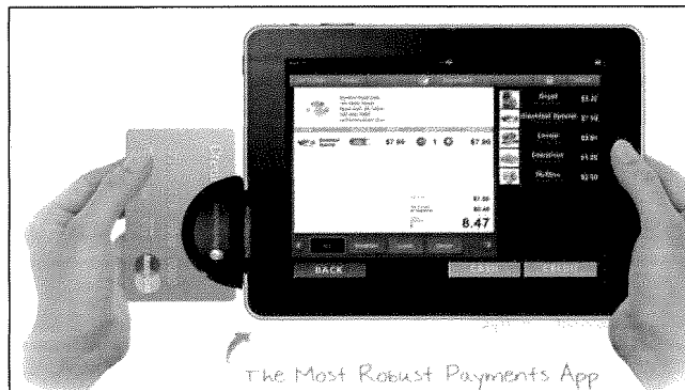
Working in close collaboration with the City, we will develop customized scripts for the process. In addition, we will customize the IVR to the City's specific requirements for payment type and method. Scripts will clearly state the associated fee to cardholders before they confirm the payment. PNP will obtain final approval of the scripts from the City prior to recording. If the City wishes to use its own voice talent for the message, we can accommodate this approach, or furnish the voice talent ourselves.

Mobile Payment Solutions

PNP is an expert provider of mobile payments services. We have developed our own unique application for equipping field representatives to take any type of payments in any environment. All of the bill presentment and payment features supported on your other PNP interfaces are pushed out to the devices dynamic app configuration for a solution that is truly flexible, portable, and convenient. The PNP App is optimized for a 7" Android tablet, which we provide to the City.

Sample Mobile Payments to Consider:

- Fire Inspections
- Citations
- Utilities- "Skip the Line" for busy in-office payment days
- Events



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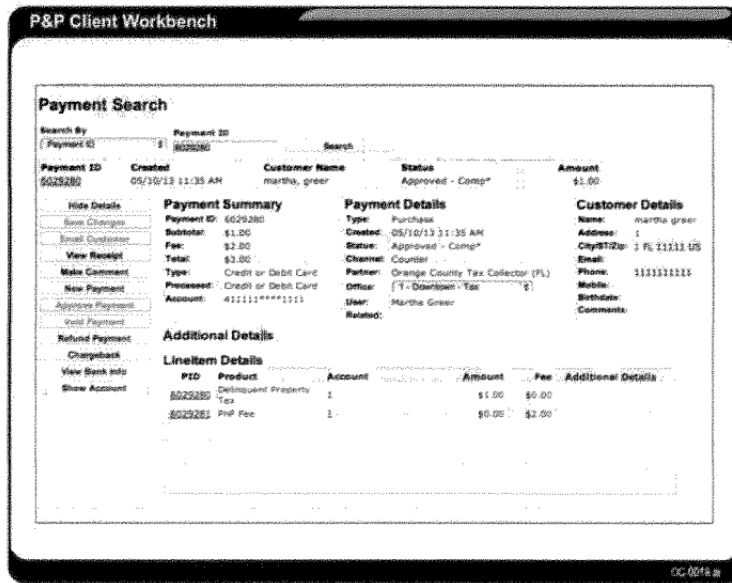
Client Workbench

PNP features quick, easy processing of voids, refunds, and chargebacks through the client workbench. No physical paperwork needs be mailed or faxes exchange: it is an electronic process. The fees associated with any of these transactions are returned to the customer.

PNP even does some first level follow-up with the customer to try and resolve any issues without resorting to a chargeback, and has historically been able to prevent over 90% of occurrences. Even after a refund is issued, we will make the first call to the customer asking if they want to reprocess their payment.

In the case of chargebacks:

- PNP will send all the necessary information to the Issuing Credit Card Company. In most cases this will resolve the Chargeback.
- If the Chargeback is not resolved after we submit the necessary information we will contact the customer to explain to them what the payment was for. In most cases we are able to collect the money from the customer.
- If the customer still continues to dispute the charge we will call your office and make you aware of the situation. Then we will reverse the payment; it will show up on the payment report as a refund. We submit all the necessary information that we received from the Credit Card Company to you.



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Exclusions Manager

The PNP Exclusions Manager allows payment restriction for accounts notorious for bad electronic check payments and chargebacks. City staff permitted to use this feature can choose the channels in which they want to discontinue taking payments. Notes can be documented regarding why payments through chosen channels are no longer accepted.

Product	Exclusion Type	Channel	Number of Exclusion	Comments	File Name	Update Date	User
Utilities	2. All Checks	DW Web Coaster Mobile APS	203942675	Most users in the office...		07/10/14 10:37 PM	MBMaster
Property Taxes	2. All Checks	DW Web Coaster Mobile APS	126245262	You had long... ..		07/10/14 10:57 PM	MBMaster
Property Taxes	2. All Checks	DW Web Coaster Mobile APS	2476267676	You had previous... ..		07/10/14 04:50 PM	MBMaster
Utilities	1. All Payment Types	DW Web Coaster Mobile APS	20362626	You need some info... ..		06/10/14 04:40 PM	MBMaster

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Sample Report
Secure Online Reporting

Point&Pay

Home Reports Orders Editors Admin

Payment Report

Payment Report

Start Date: Mar 3 2012 Start Time: 12:00 AM End Date: Mar 7 2012 End Time: 12:00 AM Partner: ACC Boat Club, Inc. (10)

Office: No Filter User: No Filter Product: No Filter Channel: No Filter Payment Type: No Filter Payment Method: No Filter

Update Report Download to Excel Print Report

Test Size:

Channel API

PayId	Method	Type	Status	Date	Account	Product	Name	Fee	Paid Amt
6010280	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/01/2012 12:32 AM	1234567890	Property Taxes	Peter Kaska	\$25.00	\$1,000.00
6010280	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/01/2012 12:33 AM	1234567890	Property Taxes	Peter Kaska	\$25.00	\$1,000.00
6010280	Credit or Debit Card - Visa	Purchase	Approved - PCSI	03/01/2012 01:43 AM	880067	EMV	Em Registry	\$72.00	\$2,912.00
6010280	Credit or Debit Card - Visa	Purchase	Approved - PCSI	03/01/2012 01:55 AM	880067	EMV	Em Registry	\$72.00	\$2,912.00

Processor Settlements

Channel Summary	Receipt Payment	Customer Paid Fee	Partner Paid Transfer Fee	Receipt Payment	Customer Paid Fee	Partner Paid Transfer Fee	Fee Settled by Processor	Fee Settled by PMP	Count	Receipt Payment	Customer Paid Fee	Partner Paid Transfer Fee
Credit Card Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$7,874.00	\$7,824.00	\$50.00
eCheck Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$7,874.00	\$7,824.00	\$50.00

Report Totals

Summary	Count	Receipt	Payment	Customer Paid Fee
Credit Card Payments	19	\$783.23	\$743.48	\$39.75
eCheck Payments	1	\$3.00	\$1.00	\$2.00
Refunds	0	\$0.00	\$0.00	\$0.00
Total	20	\$786.23	\$744.48	\$41.75

Deposit Summary

Expected Deposit on 03/09/2012

Agency: [] Original: [] Payment Method: [] Deposit Amount: [] PMP Total: []

OC-0017 at

Refunds and Voids appear on your report in Red.

Deposit Date and Deposit Amount are displayed.

Broad filters for analyzing data

Individual transaction data and summary

Unique deposit reporting tool for easy reconciliation

The ability to generate standardized and/or customized reports is available through PNP through our Real-time reporting functionality.

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Description of Services

Web: single online payment for multiple line items

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- E-checks accepted
- Customizable web pages
- Customizable messaging on receipts
- Emailed receipt at time of transaction
- Online registration for recurring payments with payment history option available (TBD pricing)

IVR: Interactive Voice Response (automated phone system)

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Unique 800 telephone number for customers to make payments
- Unique confirmation number generated for all payments
- Option to speak to a live operator in English/Spanish/Chinese/Arabic

Tablets

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Real-time bill look-up prior to manual shut-offs
- Ability to take payments in remote locations
- Emailed receipt at time of transactions

OTC: Over-the-Counter transactions

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Customizable messaging on receipts
- Flexibility to print to many different in-house printers

Reports and Deposits

- 24/7 Access to Real-Time Reporting
- 48 lump sum deposit
- Option to deposit to multiple bank accounts
- Consolidated payment channels onto one system (IVR, Web, Mobile, Kiosk)

Integration & Additional Offerings

- Unlimited staff training
- 24/7 customer service
- 7am-10pm EST client service
- Hierarchy Control
- Ability to void/refund payments with the click of a button
- Ability to take payments in remote locations through our mobile solutions
- Recurring e-billing and payment solutions
- Ability to provide a real-time interface with multiple software vendors

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Fee Schedule & Additional Cost

Fee Schedule- Web, IVR, POS			
Item	Cost to City if Absorbed	Cost to Citizen if Convenience Fee	Convenience Fee Minimum
Utility Payments-all card types	Cost + 30 basis points	2.5%	\$2.50
Non-Tax Payments- all card types	cost + 30 basis points	2.5%	\$2.50
E-check Web Payments	\$0.65	\$2.50	\$2.50
Utility Payments- Visa, MasterCard and Discover	cost + 30 basis points	2.5%	\$2.50

Cost/Interchange: card issuing bank charge to PNP for processing a transaction for each credit card payment. This is a predetermined amount that varies depending on credit card or debit card type.

Basis Point (bps): a unit for measurement commonly used for interest rates. 1 basis point = 1/100th of 1% or .0001 in decimal form

Ex: \$100 credit/debit card payment
Cost + 30bps (.0030 x 100 bill) = cost + 30 cents

Equipment/ Set-Up	
Item	Cost
OTC Card Readers	2 Free, \$50 each additional
Tablets	\$500 per tablet
IVR Phone Set-up (one-time fee)	\$0 (Waived)
PNP Implementation Cost	\$0 (Waived)

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City Council Action Form

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



Council Meeting: 26 Oct 15 Work Session

9 October 2015

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

FR: Frank Frazier, City Manager

RE: **CAF: 15-87**

Consideration of Approval of Ordinance 15-34, Amending Sections 15-20 AND 15-20.1 of the City Code Relative to Water Cross Connections and Backflow Prevention

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Ordinance 15-34, Amending Sections 15-20 AND 15-20.1 of the City Code Relative to Water Cross Connections and Backflow Prevention.

Executive Summary

As defined by the American Water Works Association (AWWA) a cross-connection is an actual or potential connection between any part of a potable water system and an environment that would allow for other substances to enter the water system. These substances could be gases, liquids, or solids and could potentially present a risk to the health of the public. Although a distribution system isn't a sterile environment and not every substance that could enter the system is hazardous, it is important to understand the risks cross-connections present. Contaminants that may potentially enter the distribution system through cross-connection can be microbiological, chemical, physical, or radiological in nature. The degree of risk a specific contaminant presents depends on several factors including the contaminants nature and toxicity,

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the population's susceptibility to the contaminant, water quality with respect to other parameters, and the condition of the distribution system's piping.

Because of the significant public health risk, many local regulatory agencies mandate the implementation of a cross-connection/backflow prevention program. By taking measures, the City can proactively prevent and mitigate cross-connections and optimize their performance regarding key components of a multi-barrier approach to safe drinking water. This is realized by the inclusion of a backflow preventer installed between any potential cross-connection. The backflow preventer keeps all potential hazards out of the potable water system. It operates as a barrier between our water distribution system and any other outside system that may interact with each other.

The original ordinance was approved in 2003 and implemented on a limited basis, primarily dealing with standards set for new construction. There was also an assigned person in the utilities department that primarily dealt with this program along with infiltration and inflow.

The renewed implementation of this program requires the review and assessment of all potential cross-connections in existing locations, (areas that already have a backflow preventer); requiring all new installations to provide backflow protection during construction; and the implementation of an annual backflow preventer testing program. This program will enhance and ensure our continued pursuit of providing safe drinking water for our customers. This ordinance gives us the right to enforce needed to insure compliance.

With the above information in mind, it is being recommended that Council consider the adoption of the revised ordinance in order to implement the enforcement of the cross-connection and backflow prevention program for the City to be placed in force immediately.

Attachments:

1. Ordinance 15-34

ORDINANCE 15-34

AMENDING SECTIONS 15-20 AND 15-20.1 OF THE CITY CODE RELATIVE TO WATER CROSS CONNECTIONS AND BACKFLOW PREVENTION

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

Section 1. That the following Section 15-20 and Section 15-20.1 of the City Code are re-written to read as follows:

"Sec. 15-20 Cross connections with private lines and supplemental water sources prohibited when connected to City water.

- (a) The City of Henderson will comply with the Federal Safe Drinking Water Act, the North Carolina Drinking Water Act, and the North Carolina State Building Code, which pertains to cross-connections, auxiliary intakes and interconnections, and establishes an effective ongoing program to control potential sources of contamination of the public water supply.
- (b) It shall be unlawful for any person to cause a cross-connection, auxiliary intake, or interconnection to be made within the City's public water supply; or to allow one to exist for any purpose whatsoever.
- (c) Where a connection to a City water line is made, and the property owner continues to have a well or other source of water, it shall be unlawful for the plumbing servicing any building upon such property to be so connected that any water outlet within the building may be served with water from any source other than the City connection, and it shall also be unlawful to have plumbing cross-connected or so installed that water from the City water system or the private water system may in any way become intermingled. Any person or entity whose premises are served with City water shall not obtain water to serve the same premises from a private well, spring or other source except for lawn watering or outdoor irrigation (by a completely separate system). These provisions of the following paragraphs are supplemental to this paragraph.
- (d) No person will be allowed to make a cross connection between the water distribution or any other water lines of the City and a private well, spring or other source. Where a customer has another source of water in addition to that supplied by the City water service system, there shall be no physical connection between the two supplies.
- (e) There shall be no cross connection between the water line of the City and water lines used for washing automobiles or any other purpose. Where water passes through a recirculating system, such as cooling towers, there shall be no physical connection between the water system and the pressure lines from the recirculating system.

- (f) The City public ~~utilities~~ services department reserves the right to require all hotels, office buildings, hospitals, other medical facilities that administer medications, battery manufacturer, exterminator, lawn care companies, greenhouse, chemical processing plant, dairy, dye works, film laboratory, car wash, laundries, tattoo parlors, metal fabricating operations, mortuary, swimming pool, morgue, packing house, plating plant, poultry house, power plant, factories and similar buildings with fire sprinkler systems equipped with facilities for introduction which require a continuity of service to have at least two water service lines from the main.
- (g) No customer shall install a bypass to a meter to provide continuity of service. If such continuity is required, a separate line or duplicate meter shall be installed.
- (h) It shall be the duty, upon request of the Henderson Public Services Director or his designee, or the cross connection coordinator to cause inspections to be made of properties served by the public water supply where cross-connections with the public water supply are deemed possible. The frequency of inspections and re-inspections shall be set by the Henderson Public Services Director or his designee.
- (i) The Henderson Public Services Director or his designee shall have the right to enter, at reasonable times, any nonresidential property served by a connection to the Henderson public water supply for the purpose of performing the duties of this article. In those cases in which the owner chooses not to provide such access, the Henderson Public Services Director or his designee may classify the location as a severe hazard
- (j) Any owner that is subject to the requirements of this article shall be allowed ninety (90) days to correct any cross-connections, auxiliary intakes, interconnections or other hazard or other connection in violation of the provisions of this article. The ninety (90) days will be from the date of receipt of the notification. Notwithstanding the requirements of this section, if the Henderson Public Services Director or his designee determines that there is an imminent threat to the public water supply; water service may be discontinued until such violations are corrected

Sec. 15-20.1 Backflow Prevention,

- (a) ***The objectives of this Ordinance are:***
 - 1. To protect the public potable water supply of the City of Henderson from the possibility of contamination of pollution, due to back siphonage or backpressure, by isolation within the consumer's private water system of such contaminants or pollutants, which could backflow into the public water system;
 - 2. To define the authority of the City of Henderson as the water purveyor entitled to eliminate all cross-connections, new or existing, between the consumer's potable water system(s) and nonpotable or industrial piping system(s); and
 - 3. To provide for a continuing inspection program of any potential cross-connections.

(b) ***Responsibility of the City of Henderson:***

- (1) The City of Henderson Department of Utility Operations will be primarily responsible for taking reasonable measures to prevent any contamination or pollution of the public water system. This responsibility begins at the point of origin of the public water supply and includes all of the public water distribution system, and ends at the service connection under the Safe Drinking Water Act. The City of Henderson shall exercise reasonable vigilance to see that the consumer/customer has also taken the proper steps to protect the public potable water system.
- (2) When it has been determined that a backflow protection assembly is required for the protection of the public water system, the City of Henderson Department of Utility Operations shall, in writing, require the owner (at the owner's expense) to install an approved backflow prevention assembly at each service connection, test the same immediately upon installation and thereafter at a frequency as determined by this ~~section~~ ordinance and the City, to properly repair and maintain such assembly or assemblies, and to keep adequate records of each test and subsequent maintenance and repair (including materials and/replacement parts).
- (3) Prior to the installation of any backflow prevention assembly, the owner of the private water system is hereby put on notice that the installation of a backflow prevention assembly may create a closed system, and as a result thermal expansion may occur. Under such circumstance, the customer must understand and assume all liability and responsibilities for that phenomenon.

(c) ***Responsibility of the Customer:***

- (1) The Customer has the responsibility of preventing contaminants and pollutants from entering the customer's private water system or the public water system operated by the City of Henderson. The customer, at his own expense, shall install, operate, and maintain all backflow prevention assemblies specified within this ~~section~~ ordinance.
- (2) The Customer shall maintain accurate records of tests and repairs made to backflow prevention assemblies and shall maintain such records for a minimum period of five years. The records shall be on forms approved by The City of Henderson and shall include the list of materials or replacement parts used. Following any repair, overhaul, repiping or relocation of an assembly, the consumer shall have it tested to insure that it is in good operating condition and will prevent any backflow. A certified backflow prevention assembly tester shall make all tests and repairs of back flow prevention assemblies.

(d) **Definitions: As used in this ordinance, the following terms shall have the meanings provided in this ordinance unless the context clearly indicates otherwise.**

- (1) ***Air-Gap:*** ~~The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of said vessel. An approved air gap shall be at least double the diameter of the supply pipe (measured vertically) above the top of the rim of the vessel (and, in no case less than one inch). When an air gap is used at the service connection to prevent the contamination or pollution of the public potable water system, an emergency by pass shall be installed around the air gap system and an approved reduced pressure principle device shall be installed in the by pass system. A physical separation sufficient to prevent backflow between the free-flowing discharge end of the public water system and any other system. Physically defined as a distance equal to twice the diameter of the supply side pipe diameter but never less than one (1) inch.~~
- (2) ***Approved:*** Accepted by the Henderson Public Services Director of utilities operations or his designee, as meeting any applicable specification stated or cited in this section ordinance, and as suitable for the proposed use.
- (3) ***Auxiliary Intake:*** Any piping connection or other device whereby water may be obtained from a source other than the City's public water supply.
- (4) ***Auxiliary Water Supply:*** Any water supply on or available to the premises other than the City of Henderson's public potable water supply. These auxiliary waters include (but are not limited to) water from another water supply or any natural source(s) such as a well, spring, river, stream, etc., or "used waters" or "industrial fluids" (regardless of whether these waters are polluted or contaminated or otherwise objectionable or constitute an unacceptable water source over which the water purveyor does not have sanitary control).
- (5) ***Backflow:*** The flow of water or other liquids, mixtures or substances under pressure into the distributing or service pipes of a potable water supply system from any source or sources other than its intended source.
- ~~***Back-siphonage:*** The flow of water or other liquids, mixtures or substances into the distributing or service pipes of a potable water supply system from any other source other than its intended source caused by the sudden reduction of pressure in the potable water supply system. (MOVED BELOW)~~
- (6) ***Backflow Prevention Assembly type:*** ~~A device or means designed to prevent backflow or back siphonage into a consumers's or public potable water system. The type of assembly used should be based on the degree of hazard A(either existing or potential, as defined herein). The types of assemblies are:~~

(7) A mechanical valve arrangement used to protect the public water supply that meets or exceeds standards set forth by the University of Southern California for Cross Connection control and Hydraulic Research (USCFCCHR) and the American Society of Sanitary Engineering (ASSE) by being on the agency's approval list. A backflow assembly used on fire suppression systems must have additional approval of the Factory Mutual (FM) and comply with the National Fire Protection Association (NFPA) code. A device or means designed to prevent backflow or back-siphonage into a consumer's or public potable water system. **NOTE: Any new installations or upgraded installations shall be the RPZ type of assembly.** For existing installations the type of assembly used should be based on the degree of hazard (either existing or potential, as defined herein). The types of assemblies are:

- a. ***Reduced Pressure Principle Assembly (RPZ):*** An assembly of two independently operating approved check valves with an automatically operating differential relief valve between the two check valves, tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The entire assembly shall meet the design and performance specifications and approval of a recognized and City-approved testing agency for backflow prevention assemblies. The device shall operate to maintain the pressure in the zone between the two check valves at a level less than the pressure on the public water supply side of the device. At cessation of normal flow, the pressure between the two check valves shall be less than the pressure on the public water supply side of the device. In case of leakage of either of the check valves, the differential relief valve shall operate to maintain the reduced **pressure** in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch, or less, the relief valve shall open to the atmosphere. To be approved, these devices must be readily accessible for in-line maintenance and testing and be installed in a location where no part of the device will be submerged. This assembly is designed to protect against a potential health hazard (i.e. contaminant).
- b. ***Double Check Valve Assembly (DCVA):*** An assembly of two independently operating approved check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications and approval of a recognized and City-approved testing agency for backflow prevention devices. To be approved, these devices must readily accessible for in-line maintenance and testing. This assembly shall only be used to protect against a potential non-health hazard (i.e., pollutant).

- c. **Double Check-Detector Assembly (Fire System) (DCDA):** A specially designed assembly composed of a line-sized approved double check valve assembly with a specific bypass water meter and a meter-sized approved double check valve assembly. The meter shall register in Cubic Feet accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall only be used to protect against a potential non-health hazard (i.e., pollutant).
 - d. **Pressure Vacuum Breaker (PVB):** An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located test cocks and tightly closing shut-off valves attached at each end of the assembly. This assembly is designed to protect against a potential health hazard (i.e. contaminant) under a back-siphonage condition only.
7. **Back-siphonage:** The flow of water or other liquids, mixtures or substances into the distributing or service pipes of a potable water supply system from any other source other than its intended source caused by the sudden-reduction of pressure in the potable water supply system.
 8. **Backpressure:** A condition in which an owner's water supply system pressure is greater than the public water supply pressure.
 9. **Certified Tester:** A person who has proven his/her competency to test, repair, overhaul, and prepare reports on backflow prevention assemblies as evidenced by his/her certification of successful completion of a training program approved by the Henderson Public Services Director or his designee.
 10. **Contamination:** Means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.
 11. **Cross-Connection:** Any physical connection or arrangement of piping or fixtures between two otherwise separated piping systems one of which contains potable City water and the other non-potable water, industrial fluids, or water from any other source, through which, or because of which, backflow or back-siphonage may occur into the potable water system. A water service connection between a public potable water distribution system and a customer's water distribution system which is cross-connected to a contaminated fixture, industrial fluid system or with a potentially contaminated supply or auxiliary water system, constitutes one type of cross-connection. Other types of cross-connections include connectors such as swing connections, removable sections, four-way valves, spools, dummy

- sections of pipe, swivel or change-over devices, sliding multi-port tube, solid connections, etc.
12. ***Cross-Connections - Controlled:*** A non-preventable connection between a potable water system and a non-potable water system with an approved back-flow prevention device properly installed that will continuously afford the protection commensurate with the degree of hazard.
 13. ***Cross-Connection Control by Containment:*** The installation of an approved backflow prevention device at the water service connection to any customer's premises where it is physically and economically impossible to find and permanently eliminate or control all actual or potential cross-connections within the customer's water system; it shall also include the installation of an approved backflow prevention device on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross-connections which cannot possibly be eliminated or controlled at the point of cross-connection.
 14. ***Cross-Connection Coordinator (Inspector):*** ~~An employee of the city designated by the director to administer and enforce the provisions of this section.~~ The official position established and authorized by the City and designated by the Henderson Public Services Director or City Manager to administer, interpret this section, and enforce the provisions of this ordinance. This individual shall be a certified tester and may serve as Operator in Responsible Charge as recognized by the North Carolina Department of Environmental and Natural Resources. (DENR) 15A NCAC 18D 0701.
 15. ***Director:*** ~~The director of the utility operations department~~ City Manager of the City of Henderson or the Public Services Director for the Utilities Department.
 16. ***Fire line:*** A system of pipes and equipment used to supply water in an emergency for extinguishing a fire.
 17. ***Hazard, Degree of:*** The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system. The two conditions would be classified as either a "pollutional" (non-health) or a "contamination" (health) hazard.
 18. ***Hazard-Health:*** Any condition, device or practice in the water supply system and its operation which could create, or in the judgment of the Director (or his designee) may create a danger to the health and well-being of the water consumer or other persons. An example of a health hazard is a structural defect, including cross-connection, in a water supply system.

19. ***Hazard-Plumbing:*** A plumbing type cross-connection in a consumer's potable water system or to the ~~potability of the~~ public or the consumer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.
20. ***Hazard-Pollutional:*** An actual or potential threat to the physical properties of the water system or to the public's and/or the consumer's potable water system but which would merely constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.
21. ***Hazard-System:*** An actual or potential threat of damage to the physical properties of the public potable water system or of the consumer's potable water system or relating to a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.
22. ***Imminent Health Hazard:*** A situation deemed an imminent health hazard by the cross connection coordinator pursuant to the standards set forth by the Henderson Public Services Director.
23. ***Industrial Fluids System:*** Any system containing a fluid or solution which may potentially be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system, pollutional or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and "used waters" originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis, circulated cooling water connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural water such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc.; oils, gases, glycerin, paraffin, caustic or acid solutions, or other liquids and gaseous fluids used in industrial, firefighting or other purposes.
24. ***Interconnection:*** Any system of piping or other arrangement whereby the public water supply is connected directly to a sewer, drain, conduit, pool, heat exchanger, storage reservoir, or other device which does or may contain sewage or other waste or substance which would be capable of imparting contamination to the public water supply.
25. ***Isolation Assembly:*** The act of confining a localized hazard within a consumer's water system by installing approved backflow prevention assemblies as required by the North Carolina Plumbing Code.
26. ***Moderate Hazard:*** A cross-connection or potential cross-connection involving any substance that generally would not be a health hazard but

would constitute a nuisance or be aesthetically objectionable if introduced into the public water supply

27. ***Owner:*** Any person who has legal title to, or license to operate or inhabit a property upon which a cross-connection inspection is to be made or upon which a cross-connection is present.
28. ***Point of Delivery:*** At a point on or near the customer's property where the meter is located (usually to be found at the property line of the customer, adjacent to the public street where the City of Henderson's mains are located). The customer shall be responsible for all water piping and control devices located on the customer's side of the point of delivery.
29. ***Pollution:*** The presence of any foreign substance (organic, inorganic or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use.
30. ***Public Water Supply:*** The water and waterworks system of the City of Henderson and its customers outside the corporate limits, for general use as potable water and which is recognized as a public water supply by the North Carolina Department of Environment and Natural Resources (DENR) as system number 03-92-010.
31. ***Service Connection:*** The terminal end of a service connection from the public potable water system, i.e. where the City of Henderson loses jurisdiction and sanitary control over the water at its point of delivery to the consumer's water system.
32. ***Severe Hazard:*** A cross-connection or potential cross-connection involving any substance that could, if introduced into the public water supply, cause death or illness, spread disease, or have a high probability of causing such.
33. ***Water-Potable:*** Any water system publicly or privately owned that holds a current North Carolina Department of Environment, Health, and Natural Resources (NCDENR) permit, to supply water for public (or human) consumption.
34. ***Water-Non Potable:*** Water that has not been found (by the appropriate governmental agency) to be safe for human consumption or which is of questionable potability.
35. ***Water Purveyor:*** The term water purveyor shall mean the owner or operator of the public potable water system supplying an approved water supply to the public. As used herein, the terms water purveyor and City of Henderson may be used synonymously relative to the City's public water system.

36. **Water Service Connections:** The terminal end of a service connection from the public potable water system i.e., where the Water Purveyor loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There should be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device (located at or near the point of delivery to the customer's water System). Service connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public water system.
37. **Water-Used:** Any water supplied by a Water purveyor from a public potable water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the Water Purveyor.

(e) **Permit Required:**

No person shall install, remove, or modify, or cause the installation, removal, or modification of a Backflow Prevention Assembly without the prior issuance of a permit by the Cross-Connection ~~inspector~~ Coordinator. A permit will be issued for each individual assembly installed within the City of Henderson's Potable Water System. An application must be completed and permit fee of ~~\$50.00~~ \$75.00 must be paid before a permit will be issued. Annual renewal of the permit will be required, along with the test records and a renewal fee of ~~\$25.00~~ \$50.00.

All existing (as of the date of this Ordinance) properly installed Backflow Prevention Assemblies that meet the requirements set forth by this Ordinance must fill out an application and pay an initial fee of \$50.00.

(f) **Right of Entry:**

Authorized representative(s) from The City of Henderson shall have the right to enter, upon presentation of proper credentials and identification, any building, structure, or premises during normal business hours, or at any time during the event of an emergency, to perform any duty imposed by this ~~section-Ordinance~~ or, elsewhere in the City code. Those duties may include (but are not limited to) sampling and testing of water, inspections, or observations of all piping systems connected to the public water supply. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with the security guards so that upon presentation of suitable identification, the City of Henderson personnel will be permitted to enter without delay for the purposes of performing their specific responsibilities. Refusal to allow prompt entry for these purposes may result in discontinuance of water service.

(g) **EXISTING CONDITIONS:**

Any owner that is subject to the requirements of this article shall be allowed (90) days to correct any cross-connections, auxiliary intakes, interconnections or other

hazard or other connection of this Code in violation of the provisions of this article. The ninety (90) days will be from the date of receipt of the notification. Notwithstanding the requirements of this section, if the Henderson Public Services Director or his designee determines that there is an imminent threat to the public water supply; water service may be discontinued until such violations are corrected.

(h) *Installation, Testing and Maintenance of Backflow Prevention Assemblies:*

- (1) All backflow prevention assemblies shall be installed in accordance with all applicable manufacturer's instructions and those furnished by the City of Henderson. Only backflow preventers approved by the City of Henderson shall be installed.
- (2) All backflow prevention assemblies required by this ordinance must be installed and maintained on the customer's premises and as part of the customer's water system.
- (3) Ownership, testing and maintenance of the backflow prevention assembly will be the responsibility of the customer. Each assembly required in this ~~section~~ ordinance must be continuously functioning properly at all times.
- (4) A certified tester shall conduct any and all required testing of back flow prevention assemblies at the customer's expense. Tests shall be conducted upon installation, after repairs, and annually thereafter with a record of all testing and repairs retained by the customer. Such customer must send a copy of the certified record for each test or repair to the Utility Operations Director of the City of Henderson within thirty (30) days after the completion of each test or repair. Such records must be maintained on forms provided by the City of Henderson.
- (5) Each backflow prevention assembly required under this ~~section~~ Ordinance must be readily accessible to the City of Henderson.
- (6) When it is not possible to interrupt water service, the customer shall provide for the parallel installation of an approved backflow prevention assembly. The Public Services Director will not accept an unprotected bypass around a backflow assembly when it is in need of testing, repair or replacement.
- (7) Any time that repairs to backflow assemblies are deemed necessary by the ~~utility operations~~ Public Services Director (whether by reason of annual testing or routine inspection by the owner or by the City of Henderson), these repairs must be completed within a time specified by the Public Services Director in accordance with the degree of hazard. Repairs on a private water system considered being an imminent hazard shall be completed within twenty-four (24) hours; a high hazard shall be completed within ten (10) days; and all other repairs within twenty (20) days for any other private water system. Failure to comply in completing the needed

repairs within the specified time period can result in termination of a customer's water service.

- (8) Upon the ~~utility operations~~ Public Services Director's determination that a backflow prevention assembly is required to be installed on a customer's private water system, the customer will be notified in writing of the approved backflow prevention assembly which is required on existing systems, and the customer will have the following time periods within which to install the specified backflow prevention assembly (unless otherwise specified).

Air-Gap Separation	30 days
Reduced pressure principle assembly (3/4" -2")	30 days
Double check valve assembly (3/4" - 2")	30 days
Reduced pressure principle assembly (2" and larger)	60 days
Double check valve assembly (2 1/2 " and larger)	60 days
Other approved backflow prevention assembly	30 days

The Public Services Director may require the installation of the required backflow prevention assembly immediately, or within a shorter time period than specified above, if the Director determines that any condition poses an unreasonable threat of contamination to the public water supply system. All devices required for new construction shall be installed prior to occupancy. All new construction plans and specifications shall be made available to the Director for approval and to determine the degree of hazard. The customer shall notify the Director when the nature of the use of property changes so as to change the hazard classification of the respective property if necessary.

(i) High Hazard Facilities and Methods of Correction:

- (1) All high hazard facilities must have an approved reduced pressure principle assembly as a minimum containment device.
- (2) High hazard facilities include, but are not limited to: any private water system using a designed pump which may become pressurized for use with a booster for any reason to the extent that back pressure may occur; any private water system which contains water which has been or is being re-circulated; a building with five or more stories above ground level; any car wash with a recycling system; brewery; bottling plant; chemical plant; dentist's office; dry cleaning plant; fertilizer plant; film laboratory; fire sprinkler or standpipe system with chemical additives; laboratory; commercial laundry (except self-service laundry); metal processing plant; morgue or mortuary; nursing home; pharmaceutical plant; power plant; swimming pool; sewage treatment plant; tire manufacturer; hospital; veterinary hospital or clinic; restaurants; sewage lift stations; battery manufacturers; exterminators; lawn care companies; dairies; canneries; dye works; or recycling facilities.

If a cross-connection inspector does not have sufficient access to every portion of a private water system to permit the complete evaluation of the degree of hazard associated with such private water system, an approved reduced pressure principle assembly must be installed within twenty four (24) hours.

(j) ***Moderate Hazard Facilities and Methods of Correction:***

Moderate hazard facilities include, but are not limited to: fire sprinkler systems without booster pump facilities or chemical additives; connections to tanks, lines and vessels that handle nontoxic substances; lawn sprinkler systems without chemical injection or booster pumps; or all industrial and most commercial facilities not identified as high hazard facilities.

- (1) All moderate hazard facilities must have ~~a double check valve~~ an approved reduced pressure principle assembly as a minimum containment device.

(k) ***Lawn Irrigation Systems:***

- (1) All existing lawn irrigation systems must have ~~a double check valve~~ an approved reduced pressure principle assembly as a minimum containment device.
- (2) All proposed lawn irrigation systems will be served through a separate meter and must have ~~a double check valve~~ an approved reduced pressure principle assembly as a minimum containment device.

(l) ***Fire Sprinkler Systems:***

- (1) All unmetered fire sprinkler systems without booster facilities or chemical additives must have ~~a double check detector valve~~ an approved reduced pressure principle assembly as a minimum containment device.
- (2) All unmetered fire sprinkler systems with a booster facility or chemical additives must have a reduced pressure principle assembly as a minimum containment device.

(m) ***Imminent Hazards:***

If the Director determines that a customer's private water system constitutes an imminent hazard, such customer shall install a backflow prevention assembly as may be specified by the Director within twenty-four (24) hours after notice of the Director's determination. If the customer fails to take corrective measures in a timely manner or refuses to install the specified assembly, water service to the customer's private water system may be terminated. If the Director is unable to give notice to such customer or his representative within twenty-four (24) hours after the determination that an imminent hazard exists (despite reasonable efforts to provide such notice), the Director may terminate water service to the private water system until the specified corrected measures are taken. Upon correction of the existing problem and with the Director's approval, water service will be continued.

(n)

Violations:

- 1) A written notice of violation shall be given to any person who is determined to be in violation of any provision of this ~~section~~ ordinance. Such notice shall set forth the violation and the time period within which the violation must be corrected. The violation must be corrected within a reasonable time to be specified in the notice (not to exceed thirty [30] days, unless a longer period is specified in this ~~section~~ Ordinance) from the, date of the mailing of the notice to the violator's water billing address (or last known address if not then a City water customer). If the Director determines that the violation is occurring on a customer's private water system and that such violation has created or contributed to the existence of an imminent hazard, the customer may be required to correct the violation immediately.
- (2) Water service may be terminated to a customer if the customer fails to timely correct a violation or to timely pay any civil penalty or expense assessed under this section. Termination of water service will be without prejudice to the City's ability to assert any other remedy available to the City against the customer or any other person responsible for the violation (including, but not limited to, injunctive and other civil and equitable proceedings and/or criminal proceedings).
- (3) For a first-time violator where the violation was not committed willfully or intentionally and is an actual or potential risk to public health or safety, \$250 per day per violation or a repeat violator where the violations was not committed willfully or intentionally and is not an actual or potential risk to public health or safety, \$500 per day per violation.
- (4) For a repeat violator where the violations was not committed willfully or intentionally and is an actual or potential risk to public health or safety, \$1,000 per day per violation.
- (5) For a violator where the violation was committed willfully or intentionally, \$1,500 per violation.
- (6) The violation of any provision of this ~~section~~ ordinance (after the specified day for remedying the problem) shall be a misdemeanor; any violation shall further subject the violator to a civil penalty set forth below. Each subsequent day (after the specified day for remedying the problem) that a violation listed in (a) - (d) below continues shall constitute a separate and distinct offense (with an additional civil penalty) according to the following schedule:

- a. Unprotected cross-connection involving a private water system which is an imminent hazard - \$1,000/day.
- b. Unprotected cross-connection involving a private water system which is a high hazard - \$750/day.
- c. Unprotected cross-connection involving a private water system which is a moderate hazard - \$500/day.
- d. Unprotected cross-connection for which no other civil penalty is prescribed -\$250/day.

Each violation listed in (e) (i) below shall be considered a one time violation (with the respective civil penalty) set forth in the following schedule:

- e. Falsifying records which are required to be submitted by this ~~section~~ ordinance tester may be removed from the approved certified tester list and \$500.
- f. Submitting incomplete records or failing to timely submit records which are required by this ordinance - tester may be removed from the approved certified tester list and \$250.
- g. Failing to timely test backflow prevention assemblies as required \$100.
- h. Failing to continuously maintain backflow prevention assemblies as required (excluding those set forth in (a) - (d) above) - \$100.
- i. Any other violation of the provisions of this ordinance - \$100.

The Director may increase any civil penalty assessed under this section by \$100 or fifty percent (50%) of the maximum civil penalty associated with the violation, whichever is greater, for a second violation of the same provision within a two year period. Water service may be terminated after a third violation of the same provision within a two year period.

Any person violating any provision of this ordinance shall also pay to the City any and all expenses incurred by the City in repairing any damage to the public water system caused in whole or in part by such violation together with any and all expenses incurred by the City in investigating and/or enforcing such violation, including reasonable attorney's fees. All such expenses are deemed to be in addition to the civil penalty assessed with the violation.

(o) Right of Appeal:

Within ten (10) days of a notice of any backflow prevention method required, the owner/violator may request in writing a hearing (or appeal) with the ~~utility department~~ City Public Services Director. Within fifteen (15) days (of receipt of said notice), a formal hearing with the Director will be scheduled and a written determination will be issued by the Director within ten (10) days after the hearing.

Appeals from any notice of violations, civil penalties, and/or assessment of damages (or from any other formal determination by the Director) may be made by giving written notice of said appeal (stating the grounds for the same) to the City Manager within ten (10) days of the date of the notice. Within fifteen (15) days of receipt of said notice, a formal hearing with the City Manager will be scheduled and a written ruling will be issued by the City Manager within ten (10) days after the hearing; the decision of the City Manager shall be final."

Section 2. The foregoing Ordinance shall be in full force and effect from and after the date of its passage. The foregoing Ordinance, having been submitted to a roll call vote, received the following votes:

City Council Action Form

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



Council Meeting: 26 Oct 15 Work Session

21 October 2015

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: Frank Frazier, City Manager
RE: **CAF: 15-121**
Consideration of Approval of Resolution 15-72, Authorizing a Water Tower Lease Agreement with Cellco Partnership D/B/A Verizon Wireless

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

Approval of:

- Approval of Resolution 15-72, Authorizing a Water Tower Lease Agreement with Cellco Partnership D/B/A Verizon Wireless

Executive Summary

The City has an existing lease agreement with Sprintcom. Inc. for wireless communication equipment on the existing water tower (standpipe) located at the intersection of Andrews Avenue and Water Street (509 East Andrews Ave.) The lease has been ongoing and the City currently receives approximately \$25,000 per year for the use of this tower. Cellco Partnership, d/b/a Verizon Wireless, has studied the site and desires to co-locate on the site.

The proposed lease has been reviewed by the City Attorney and submitted to their representative for review by Verizon. Verizon has proposed an initial term shall be for five (5) years and at a total rental of \$24,000, which would be paid in monthly installments. The annual rent for each five (5) year extension term shall increase ten percent (10%) over the annual rental due for the immediately preceding five (5) years with the amount to be adjusted for inflation in accordance with the consumer price index issued by the US Government. Cellco Partnership representatives have been advised the rental amount of \$24,000 is believed to be on the low side and is still being reviewed at this time.

Attachments:

1. Resolution 15-72

RESOLUTION 15-72

AUTHORIZING A WATER TOWER LEASE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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

WHEREAS, this Resolution addresses **KSO 8**: To Provide Financial Resourcing; *and*

WHEREAS, the City of Henderson has an existing lease agreement with SprintCom, Inc. for wireless communication equipment located on the water tower (standpipe) at the intersection of Andrews Avenue and Water Street which allows for co-location; *and*

WHEREAS, Cellco Partnership D/B/A Verizon Wireless has requested to co-locate on the existing water tower (standpipe) at Andrews Avenue and Water Street; *and*

WHEREAS, the City staff has reviewed the proposed plans and does not foresee any problems with said lease and/or installation of additional equipment; *and*

WHEREAS, applicant must meet all zoning regulations as required.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE a water tower lease agreement with Cellco Inc., subject to the final documents being approved by the City Attorney, and authorizes the Mayor to execute said agreement as further articulated in **Attachment A** to this Resolution.

The foregoing Resolution 15-72, introduced by Council Member _____ and seconded by Council Member _____ on this the ____ day of _____ 2015 and having been submitted to a roll call vote, was *****by the following votes: YES: NO: ABSTAIN: ABSENT:

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference Minute Book 44, pg. ***; CAF 15-121*

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (“Agreement”), made this ____ day of _____, 2015 between **CITY OF HENDERSON** with an address of 134 Rose Avenue, Henderson, North Carolina 27536, hereinafter designated LESSOR and **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space (“the Tower Space”) on LESSOR's water tower, hereinafter referred to as the “Tower”, located at E. Andrews Avenue, Henderson, Vance County, North Carolina 27536, as shown on the Tax Map of the County of Vance as Parcel Number 0078 07001 and as further described in Deed Book 41 at Page 166 as recorded in the Office of the Register of Deeds for Vance County (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), together with a ___' by ___' parcel of land containing ____ square feet (the “Land Space”), together with the non-exclusive right (“the Right of Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along a _____ foot (__) wide right-of-way extending from the nearest public right-of-way, E. Andrews Avenue, to the Land Space; and together with any further rights of way (the “Further Rights of Way”) over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY.

LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent

by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rent for each five (5) year extension term shall increase Ten Percent (10%) over the annual rent due for the immediately preceding five (5) year term.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such

term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates,

permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analyses are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR. In addition, LESSEE shall have the right to terminate this Agreement without penalty at any time and for any reason prior to the date LESSEE commences installation of the equipment on the Premises, effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE in such notice.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined single limit of not less than \$1,000,000 each accident
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or

properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR,

LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensed wireless communications providers of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants, occupants, or users of the Property who currently have or in the future take possession of, all or a part of, the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 35 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger

parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and

enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Henderson
134 Rose Avenue
Henderson, North Carolina 27536

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the

Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of LESSEE. LESSOR agrees to sign any necessary waste

manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of LESSEE's facility.

b. LESSOR shall hold LESSEE harmless, defend and indemnify LESSEE from and assume all duties, responsibility and liability, at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters except to the extent that any such non-compliance is caused by LESSEE; and (ii) environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, except to the extent that such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If

LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: CITY OF HENDERSON

Witness

By: _____ (Seal)
Print Name: _____
Title: _____
Date: _____

**LESSEE: CELLCO PARTNERSHIP
d/b/a Verizon Wireless**

Witness

By: _____ (Seal)
Print Name: Aparna Khurjekar
Title: Area Vice President Network
Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

EQUIPMENT LIST

LESSEE SHALL BE PERMITTED TO INSTALL THE FOLLOWING EQUIPMENT:

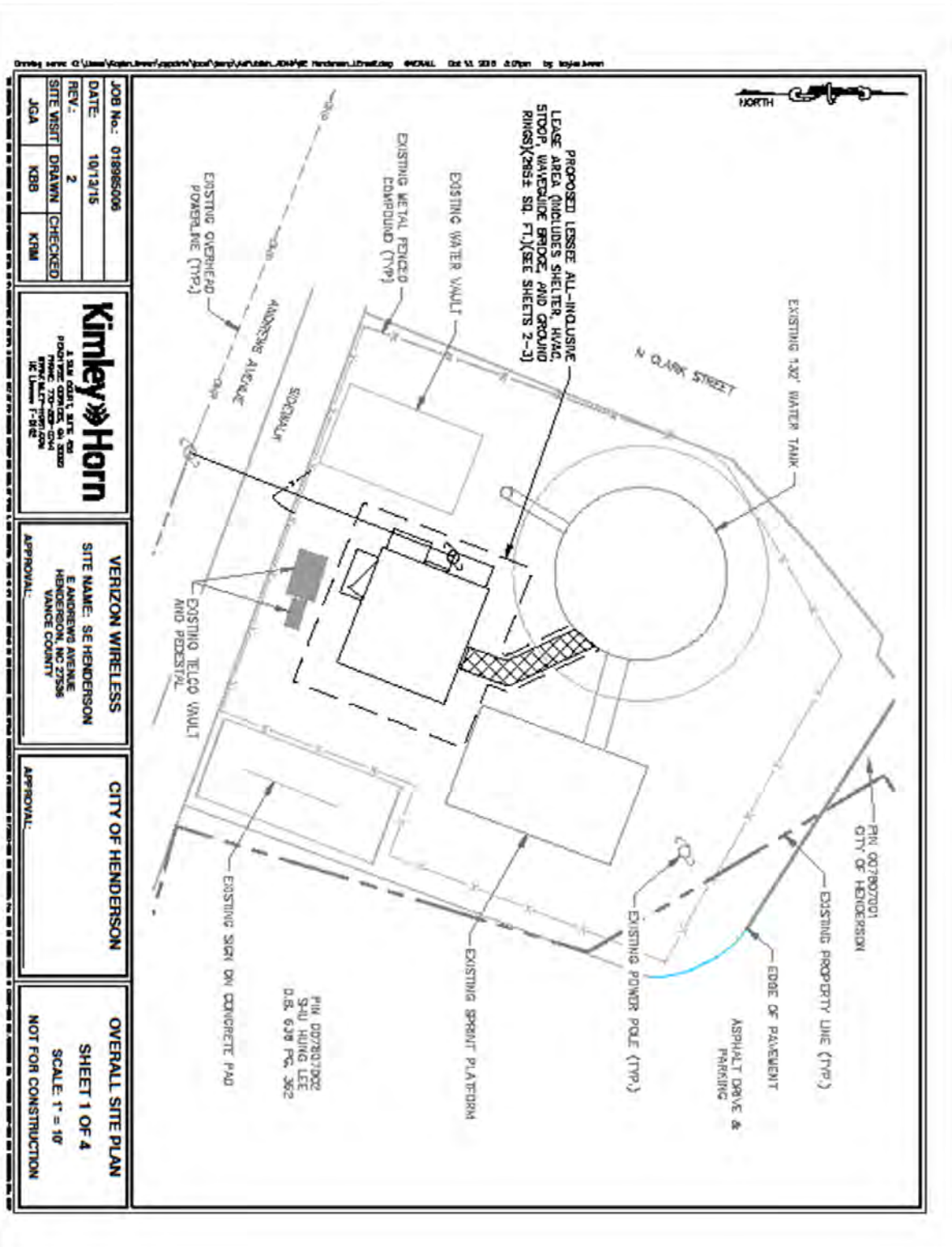
ANTENNAS: (6) ANTENNAS

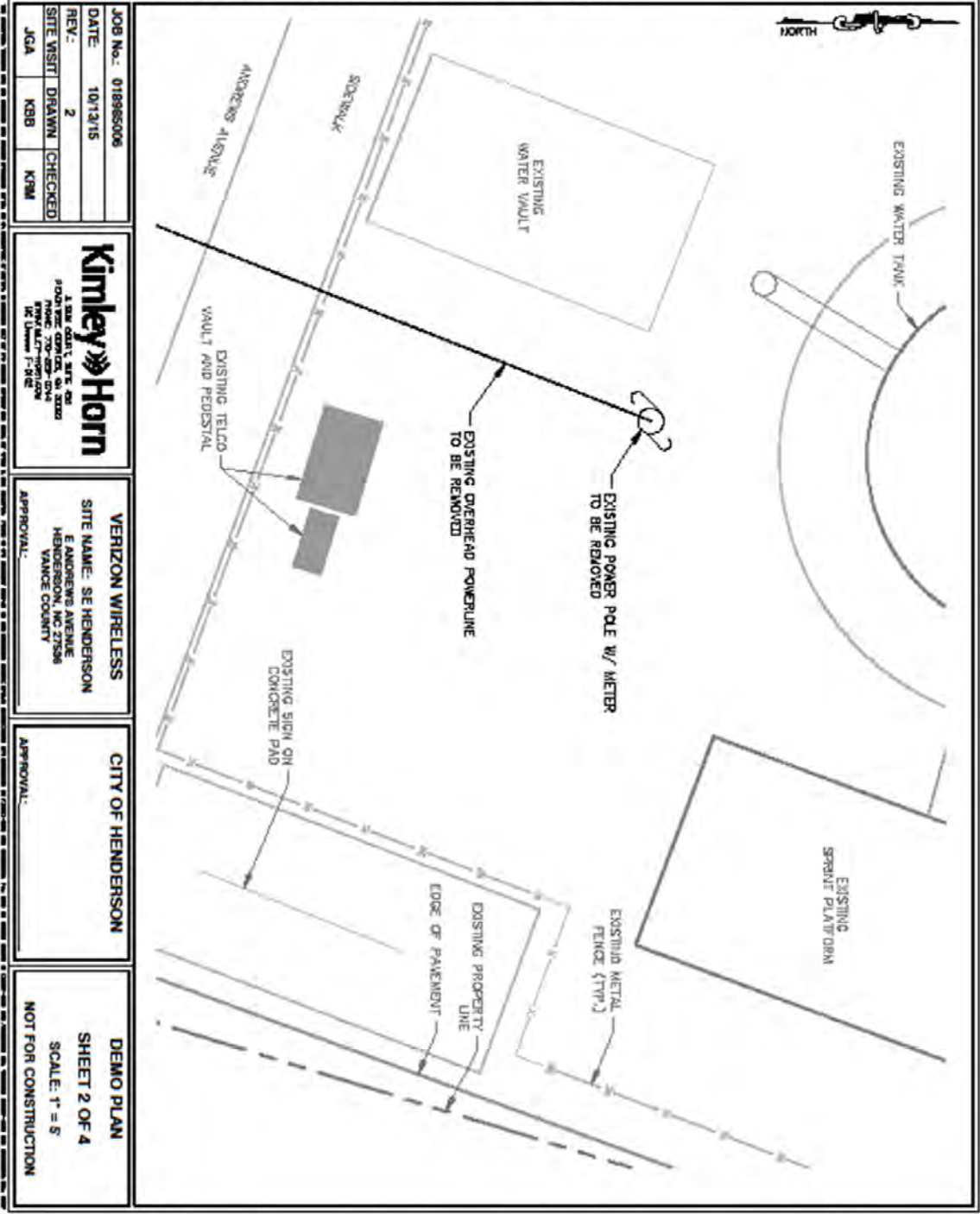
TRANSMISSION LINES: (2) LINES

OTHER EQUIPMENT: (2) SURGE PROTECTORS
(9) REMOTE RADIO HEAD UNITS (RRU)

EXHIBIT "C"

SURVEY





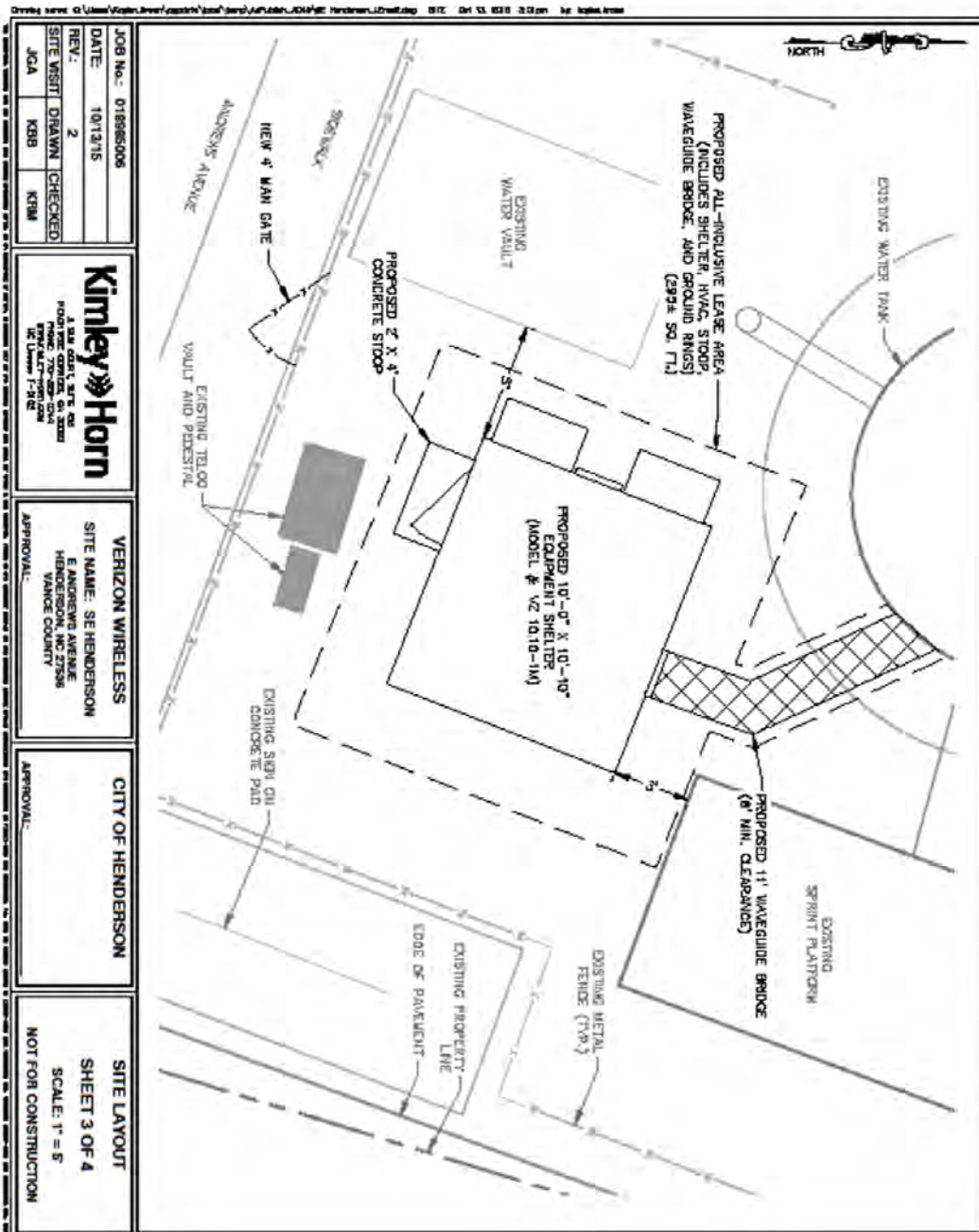
JOB No.: 018985006
 DATE: 10/13/15
 REV.: 2
 SITE VISIT DRAWN CHECKED
 JGA KBB KRM

Kimley-Horn
 A TEN OAKS SITE CO.
 PROJECT CENTER, 6010
 FARM ROAD, SUITE 200
 WILSON, NC 27597
 Tel: 919.685.1100

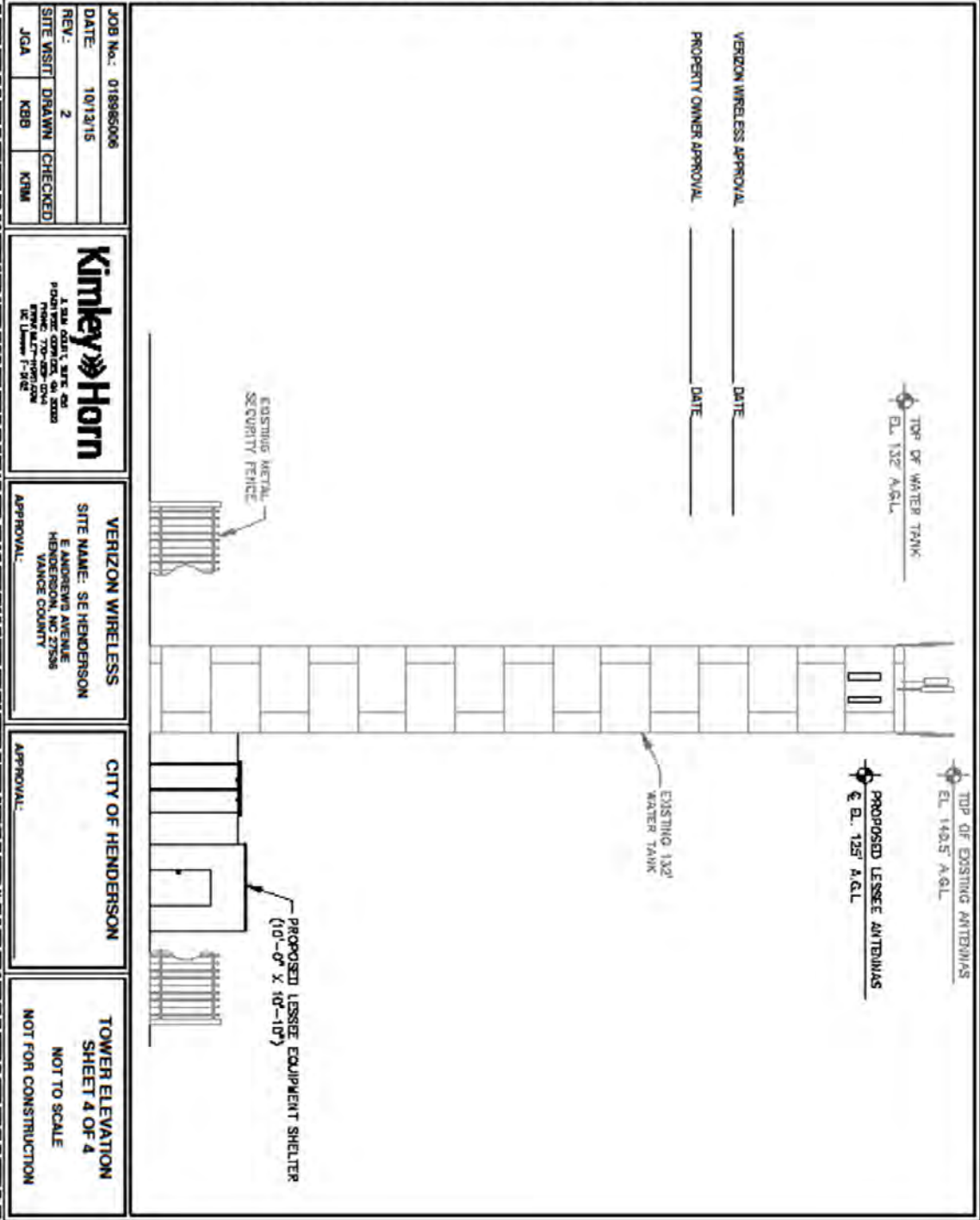
VERIZON WIRELESS
 SITE NAME: SE HENDERSON
 E ANDERSON AVENUE
 HENDERSON, NC 27536
 VANCE COUNTY
 APPROVAL: _____

CITY OF HENDERSON
 APPROVAL: _____

DEMO PLAN
 SHEET 2 OF 4
 SCALE: 1" = 5'
 NOT FOR CONSTRUCTION



JOB No.: 018985006		DATE: 10/12/15	
REV: 2		SITE VISIT: DRAWN: CHECKED:	
JCA	KRB	KRM	KRM
Kimley-Horn			
138 COURT, SUITE 200 HENDERSON, NEVADA 89015 TEL: 702-938-5000 WWW.KIMLEY-HORN.COM			
VERIZON WIRELESS		CITY OF HENDERSON	
SITE NAME: SE HENDERSON 15 ANDREWS AVENUE HENDERSON, NEVADA VANDE COUNTY		APPROVAL: _____	
APPROVAL: _____		APPROVAL: _____	
SITE LAYOUT		SHEET 3 OF 4	
SCALE: 1" = 8'		NOT FOR CONSTRUCTION	



JOB No.: 018985006			
DATE: 10/13/15			
REV: 2			
SITE VISIT	DRAWN	CHECKED	
JGA	KBB	KRM	

Kimley-Horn
 1330 GOLF LINKS, SUITE 200
 FARMINGTON, CT 06030
 PHONE: 860-271-1000
 FAX: 860-271-1001
 WWW.KIMLEY-HORN.COM

VERIZON WIRELESS
 SITE NAME: SE HENDERSON
 E ANDREWS AVENUE
 HENDERSON, NC 27535
 HENDERSON COUNTY
 APPROVAL: _____

CITY OF HENDERSON
 APPROVAL: _____

TOWER ELEVATION
 SHEET 4 OF 4
 NOT TO SCALE
 NOT FOR CONSTRUCTION