



AGENDA

Henderson City Council Short Regular Meeting and Work Session
Monday 23 November 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-Elect Marion Williams

Councilmember Brenda Peace
Councilmember Garry D. Daeke
Councilmember Fearldine A. Simmons
Councilmember George M. Daye
Councilmember-Elect Melissa Elliott

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) 9 November 2015 Regular Meeting. *[See Notebook Tab 1]*

VII. PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

VIII. NEW BUSINESS

- a) Consideration of Approval of 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-A) *[See Notebook Tab 2]*
- Resolution 15-89
- b) Consideration of Approval of Ordinance 15-34, Amending the Ordinance Relating to Water Cross Connections and Backflow Prevention. (CAF 15-87-A) *[See Notebook Tab 3]*
- Ordinance 15-34
- c) Consideration of Approval of Resolution 15-02, Authorizing Execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in Conjunction with the I-85 Improvements. (CAF 15-133) *[See Notebook Tab 4]*
- Resolution 15-02

³ **Citizen Comment Guidelines for Agenda Items**

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

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

- d) Consideration of Approval of Resolution 15-17-A, Authorizing the Acceptance of North Carolina Governor's Crime Commission Grant for the Purchase of Upgraded Computer Workstations for the Henderson Police Department. (CAF 15-23-A) [See Notebook Tab 5]
- Resolution 15-17-A
- e) Consideration of Approval of Ordinance 15-51, FY15-16 Budget Amendment #14, Authorizing the Transfer of Police Asset Forfeiture Funds to: 1) Upgrade Communications Services at the Police Department; and 2) Purchase Two APX Mobile Radios for New Vehicles. (CAF 15-134) [See Notebook Tab 6]
- Ordinance 15-51
- f) Consideration of Approval of Resolution 15-74, Approval of Official Results for Municipal Election Held October 6, 2015 and Subsequent Run-Off Election Held on November 3, 2015. (CAF 15-114) [See Notebook Tab 7]
- Resolution 15-74
- g) Consideration of Approval of Resolution 15-57, Directing the Clerk for the City of Henderson, North Carolina (City) to Investigate the Sufficiency of an Annexation Petition (CAF 15-85) [See Notebook Tab 8]
- Resolution 15-57

IX. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

⁴ Citizen Comment Guidelines for Non-Agenda Items

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- 7) Citizens should not expect specific Council action, deliberation and/or comment on subject matter brought up during the public comment section unless and until it has been scheduled as a business item on a future meeting agenda.

X. REPORTS

- a)* Mayor/Mayor Pro-Tem
- b)* City Manager
- c)* City Attorney
- d)* City Clerk
 - i. Meeting and Events Calendar *[See Notebook Tab 9]*

XI. WORK SESSION

- a)* Consideration of Approval of Resolution 15-04, Approving the Submission of an Application by NRG-eVgo on the City's Behalf to the North Carolina Clean Energy Technology Center for an Electric Vehicle Quick Charge Station. *(CAF 15-135) [See Notebook Tab 10]*
 - Resolution 15-04

XII. ADJOURNMENT

City Council Minutes - DRAFT
Regular Meeting
9 November 2015

PRESENT

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

ABSENT

None.

STAFF PRESENT

City Manager Franklin W. Frazier, City Attorney D. Rix Edwards, City Clerk Esther J. McCrackin, Public Services Director Mike Ross, Engineering Director Clark Thomas, Assistant to the City Manager Paylor Spruill, Human Resources Director Cathy Brown, Police Chief Marcus Barrow, Development Service Director Corey Williams and Interim Fire Chief Steve Cordell.

CALL TO ORDER

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

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

OPENING COMMENTS

Mayor O'Geary opened the meeting with a word of welcome.

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 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 Coffey moved to approve the October 26 Short Regular Meeting and Work Session minutes as presented. Motion seconded by Council Member Daeke, and unanimously approved.

PRESENTATIONS/RECOGNITIONS

City Manager Frazier was pleased to introduce the new *Assistant to the City Manager* Paylor Spruill. Mr. Spruill has an extensive background in land and project development and brings assets that will help carry out the duties of the manager's office as well as strengthen Henderson's economic initiatives.

PUBLIC HEARING

Authorizing Permanently Closing Two Alleys Located Off of Sims Street and Designated on the Site Map and Application as L-4 and L-5. (Reference: CAF 15-113-A; Ordinance 15-52)

City Manager Frazier reminded Council that during the September 28th meeting, a Resolution of Intent was approved. This public hearing has been properly noticed for four (4) consecutive weeks and posted in accordance with North Carolina General Statute GS §160A-299. The purpose of this request is to allow Tharrington Properties, LLC, the necessary land mass to construct a triplex.

There was no discussion so Mayor O'Geary opened the Public Hearing by asking if anyone present wished to speak in favor of this action.

Chet Luney, 8431 Dunham Station Drive, Tampa, FL Mr. Luney represents Tharrington Properties, LLC. He said they are looking forward to developing the property and making a positive contribution to Henderson.

No other citizen came forward so Mayor O'Geary asked if anyone present wished to speak in opposition to the alley closings.

No one came forward so Mayor O'Geary closed the Public Hearing and asked for Council's pleasure.

Council Member Daeke moved the approval of Ordinance 15-52, *Authorizing Permanently Closing Two Alleys Located Off of Sims Street and Designated on the Site Map and Application as L-4 and L-5*. Motion seconded by Council Member Rainey, and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Peace, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: None. (See Ordinance Book 9, p 297)

PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

NEW BUSINESS

Employee Appreciation One-Time Salary Supplement. (Reference: CAF 15-129; Resolution 15-91)

City Manager Frazier said over the last several years this supplement has been included in the budget process. This allocation of a one-time salary supplement is normally distributed during the first week of December. The approved amount is \$200 for full-time active employees; \$150 for employees hired in 2015 between January – March; \$100 between April – June; \$75 between July – September and \$25 between October and the distribution date. Mr. Frazier said staff appreciates Council's action and continued support.

Council Member Coffey asked if anything more could be done to support the staff. Mr. Frazier said at this time the dollar amount has been set.

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

Council Member Rainey moved the approval of Resolution 15-91, *Employee Appreciation One-Time Salary Supplement*. Motion seconded by Council Member Daye, and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: None. (See Resolution Book 4, p 323)

Tax Releases and Refunds from Vance County for the Month of October 2015. (Reference: CAF 15-132)

City Manager Frazier said this is a routine housekeeping matter and the releases and refunds listed below for the month of October are in order and recommended for approval.

Column1	Column2	Column3	Column4
Oct 2015 Tax Releases & Refunds			
Name	Reason	Tax Year	Amount
Real & Personal Property			
Releases			
Perry, Willie, Sr.	Personal Property Billed in Error	2012	\$ 34.78
Perry, Willie, Sr.	Personal Property Billed in Error	2013	\$ 36.86
Burnette Financial Group	Correct Value	2014	\$ 111.63
Key, Tommy Lee	Correct Ownership	2014	\$ (1,033.98)
State Employees Credit Union	Correct Ownership	2014	\$ 1,033.98
Bowden, Anna B.	Remove Sr. Exemption	2015	\$ (194.26)
Burnette Financial Group	Correct Value	2015	\$ 111.63
Cheatham, Joel T.	Correct Ownership	2015	\$ 539.93
Garnett Street Investment	Correct Ownership	2015	\$ (539.93)
Hicks, Linda K.	Correct/ Grant Exempt	2015	\$ 562.22
Johnson, M. Chael T.	Personal Property Billed in Error	2015	\$ 46.02
Key, Tommy Lee	Correct Ownership	2015	\$ (1,033.98)
State Employees Credit Union	Correct Ownership	2015	\$ 1,033.98
Walker, Tam Joy	Correct Value	2015	\$ 493.00
			\$ 1,201.88
Refunds	None		\$ -
Total R&P Prop. Rel. & Ref.			\$ 1,201.88

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

Council Member Peace moved to accept the *Tax Releases and Refunds from Vance County for the Month of October 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: None.

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

REPORTS

Mayor/Mayor Pro-Tem (No Report)

City Manager – Mr. Frazier had four items.

1. The Celco (Verizon) cell tower agreement is currently being reviewed by their attorneys and staff, and will be brought back to Council as soon as they respond.
2. The Backflow ordinance will be brought back to Council at the November 23rd meeting.
3. A copy of the press release announcing the approval of the Interbasin Transfer Certificate was given to Council. This press release is incorporated by reference and hereby made part of these minutes.
4. City Hall will be closed on Wednesday, November 11, in recognition of Veteran's Day.

City Attorney (No Report)

City Clerk - Ms. McCrackin said contributions to United Way must be submitted by November 30. She also congratulated Mayor and Mrs. O'Geary as they celebrated their 60th wedding anniversary over the weekend.

OTHER

Council Member Coffey said she would like to show a video of what some of the work City staff does and why she feels more should be done to recognize staff. It was the consensus that this should be done during the budget process.

Council Member Simmons thanked everyone for checking on her during her illness. She also spoke about the genuine concern shown by the police and fire department during the unexpected illness of Officer Wormley. She complimented the Police Chief saying he is a *jewel* within that department as they are a department that *sticks together*.

Ms. Simmons would also like to see a day set aside that would bring together all the staff.

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

CLOSED SESSION

Council Member Rainey moved for Council to convene in closed session pursuant to G.S. §143-31811(a)(3) for an Attorney-Client matter. Motion seconded by Council Member Inscoe, and unanimously approved.

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

With no further discussion, Mayor O'Geary asked if Council was prepared to adjourn.

ADJOURNMENT

Council Member Coffey moved for adjournment. Motion seconded by Council Member Peace, and unanimously approved. The meeting adjourned at 6:31 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin, City Clerk

FOR IMMEDIATE RELEASE: November 6, 2015

**NC Environmental Management Commission unanimously
approves Kerr Lake Regional Water System Interbasin Transfer
Certificate**

Press Contact: Bill Kreutzberger
Phone: (704) 543-3269
Email: bill.kreutzberger@ch2m.com

HENDERSON, N.C. – The N.C. Environmental Management Commission unanimously approved the Kerr Lake Regional Water System's (KLRWS) Interbasin Transfer Certificate request at its meeting on Thursday, Nov. 5. CH2M HILL managed the application on behalf of KLRWS.

"This Interbasin Transfer Certificate is critical to the Kerr Lake Regional Water System's ability to meet future demands without adversely impacting the lake's water levels," said Mayor James D.O'Geary. "Thanks to yesterday's vote of approval, we now have an additional tool to support economic development and continue to provide our residents with a reliable source of safe, clean drinking water. We are grateful for the support and hard work of our staff and partner organizations throughout this application process."

About the Kerr Lake Regional Water System

The Kerr Lake Regional Water System (KLRWS) is a regional public water system serving portions of Vance, Granville, Warren and Franklin Counties in North Carolina. The system serves three bulk customers, the City of Henderson, City of Oxford and Warren County, which currently supply water to Granville County, Vance County, Franklin County and the Towns of Stovall, Kittrell, Norlina and Warrenton. The South Granville Water and Sewer Authority will also become a customer and will provide water to the Town of Creedmoor. The KLRWS infrastructure consists of a conventional surface water treatment plant, distribution mains, storage tanks and water meters. John H. Kerr Reservoir (Kerr Lake) serves as the water supply. For more information, please visit <http://ci.henderson.nc.us/departments/public-utilities/kerr-lake-regional-water-system/>.

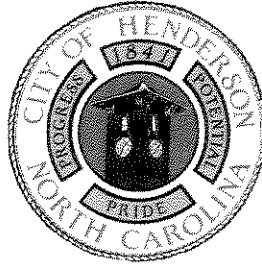
About CH2M HILL

Headquartered near Denver, Colo., CH2M HILL is a global leader in engineering, procurement, construction, management and operations for government, civil, industrial and energy clients. The firm's work is concentrated in the areas of energy, water, transportation, environmental, nuclear and industrial facilities. For more information, please visit <http://www.ch2m.com>.

###

City Council Action Form

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



Council Meeting: 23 Nov 15 Short Reg. Meeting

13 November 2015

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

FR: Frank Frazier, City Manager *3.3*

RE: CAF 15-124-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

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 absorbed by the city and budgeted through the water funds in the amount of \$20,000. Once activated, this cost could increase due to the number of customers taking advantage of this service in the event a transaction fee is not approved.

The contract term is for three (3) years and will automatically renew for successive one (1) year terms. Per our discussion with the representative from Point & Pay, there is no monetary figure for early termination of the contract.

It is recommended that the contract be approved with Point & Pay and assess a convenience fee of 2.50% (0.0250) of the amount of the bill or a minimum of \$2.50 per transaction. These charges and/or payments would not be processed by the city but directly by Point & Pay. There would be no fee assessed by the city for over the counter transactions.

With this new process, citizens would no longer have to wait for the availability of a customer representative in making personal payments, and therefore reduce customer waiting time during the busiest collection dates.

The contract would be subject to review and final approval by the City Attorney.

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, when customers utilize this online or telephone automated service they will be charged a fee of 2.50% (.0250) of the amount of the bill or a minimum of \$2.50 per transaction.

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

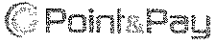
- 24/7 Access to Real-Time Reporting
- 48 Hour Consolidated Settlements (Daily payments from all card types and checks settled simultaneously, no delays)
- Option to deposit to multiple bank accounts

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:		(Internal Use Only)	
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 is 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.

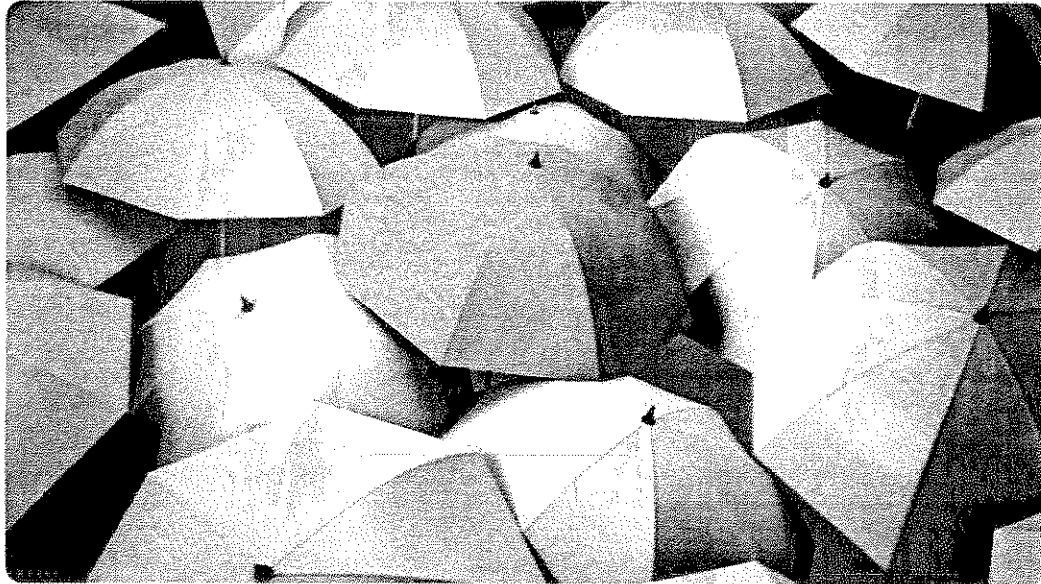
Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

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

CONFIDENTIALITY NOTICE

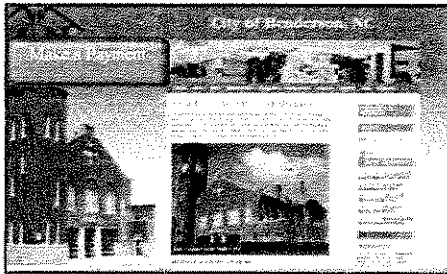
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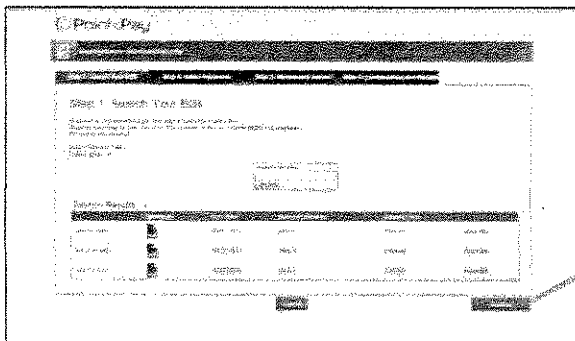
Payment Solutions

Web Payment Solutions

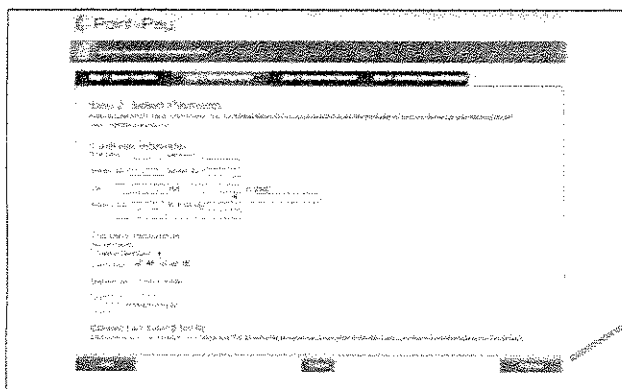
PNP will provide the City with a highly customizable and rapidly deployable web payment solution. We will configure the site to fully match the look and feel of the City's existing web pages. The website includes functionality for the exchange of customer data, either by parameter passing, file exchange, 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.



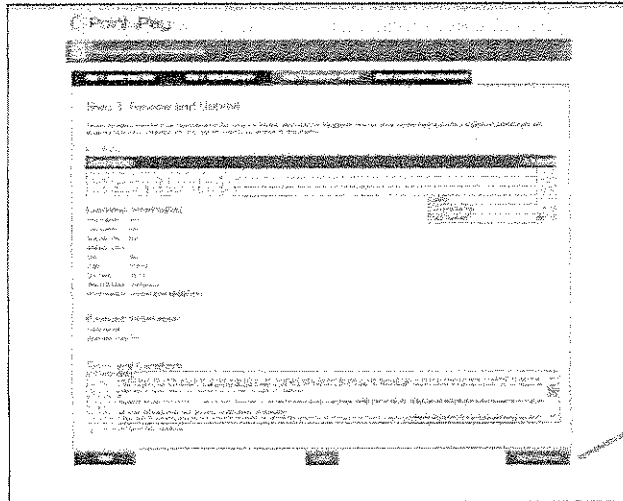
Step 1: Citizen looks up bill for payment and adds payment(s) to shopping cart.



Step 2: Citizen selects the bill to be paid and then clicks the "Continue" button.

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Point & Pay

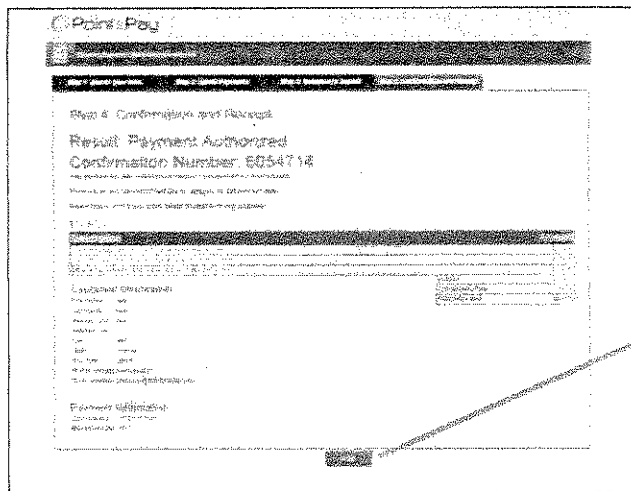
Step 3: Review and Submit

Review the items to be paid. If you are ready to pay, click the **Pay Now** button.

Item	Amount	Total
City of Henderson	\$10.00	\$10.00
Total	\$10.00	\$10.00

Pay Now

Step 3: Citizen will review the Terms and Conditions then clicks the "Submit Payment" button.



Point & Pay

Step 4: Confirmation and Receipt

Retail Payment Authorized

Confirmation Number: 6054714

Thank you for your payment. A receipt will be emailed to you.

Print Receipt

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

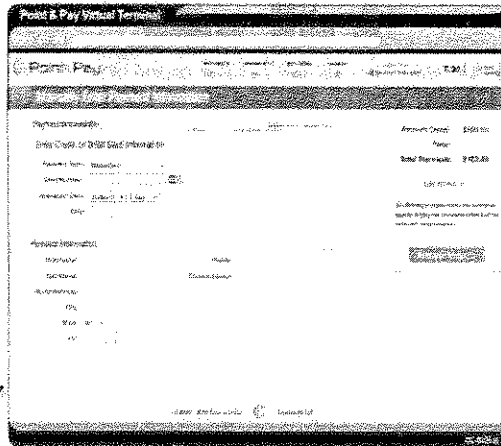
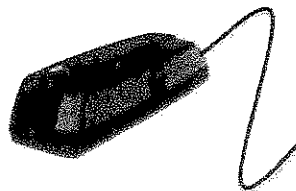
In addition to one-time payments, we can also schedule recurring payments. We offer a full suite of recurring payment solutions, including configurable plans and schedules, customer registration, bill data integration, recurring for in-person customers, recurring for call center agents, payments plans, 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.

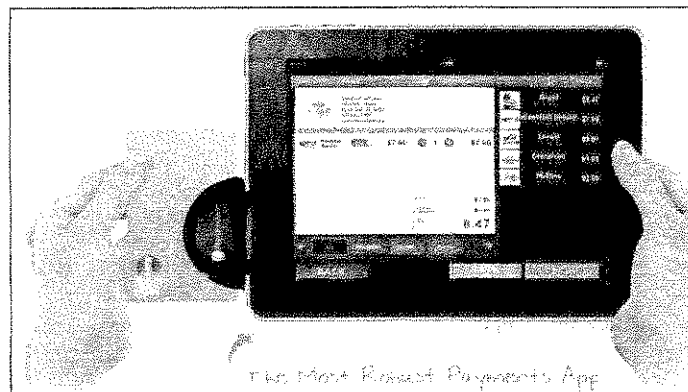
Working in close collaboration with the City, we will develop customized scripts for the process. In addition, we will customize the IVR to the City's specific requirements for payment type and method. Scripts will clearly state the associated fee to cardholders before they confirm the payment. PNP will 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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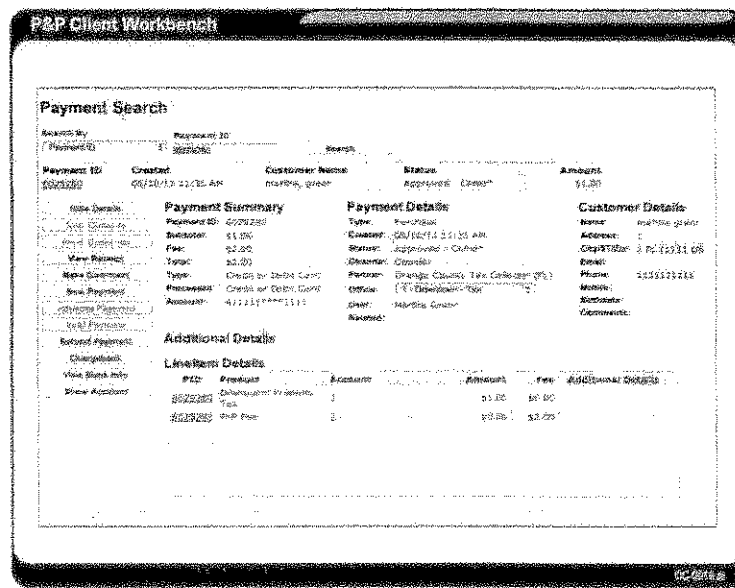
Client Workbench

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.



P&P Client Workbench

Payment Search

Search By: Payment ID: 6625280

Payment ID: 6625280 Created: 09/10/13 11:35 AM Customer Name: MARTIN, GREG Status: Approved Amount: \$1.00

Payment Summary

Payment ID: 6625280
 Amount: \$1.00
 Fee: \$0.00
 Type: Credit by Debit Card
 Description: Credit by Debit Card
 Account: 417115****1111

Payment Details

Type: Purchase
 Card: 001671 24135 AM
 Status: Approved - Online
 Merchant: GORDON
 Reason: Charge Claimed Take Collection (5%)
 Office: [REDACTED]
 Date: 09/10/13
 Account:

Customer Details

Name: MARTIN, GREG
 Address: [REDACTED]
 City/State: [REDACTED]
 Email: [REDACTED]
 Phone: 1234567890
 Website: [REDACTED]
 Comments:

Additional Details

Line Item Details

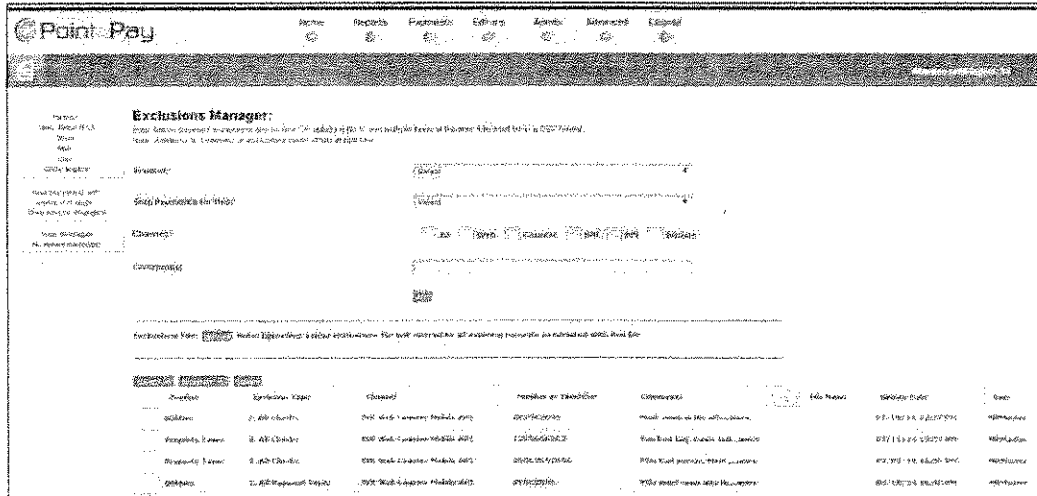
Line	Product	Amount	Fee	Net
6625280	Debit Card Payment	\$1.00	\$0.00	\$1.00
6625280	PNP Fee	\$0.00	\$0.00	\$0.00

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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.



Channel	Exclusion Name	Channel	Reason for Exclusion	City Name	Exclusion Date	Status
ACH	ACH Channel	ACH	ACH Channel	ACH	ACH	ACH
ACH	ACH Channel	ACH	ACH Channel	ACH	ACH	ACH
ACH	ACH Channel	ACH	ACH Channel	ACH	ACH	ACH

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100 Years of the Communist Party of the United States

8



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

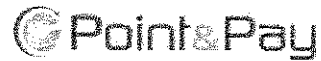
- 24/7 Access to Real-Time Reporting
- 48 lump sum deposit
- Option to deposit to multiple bank accounts
- Consolidated payment channels onto one system (IVR, Web, Mobile, Kiosk)

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
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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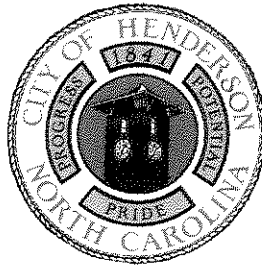
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10

City Council Action Form

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



Council Meeting: 23 Nov. 15 Short Reg. Meeting

16 November 2015

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

FR: Frank Frazier, City Manager

RE: CAF: 15-87-A *3.3-1*
Consideration of Approval of Ordinance 15-34, Amending the Ordinance Relating 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 the Ordinance Relating to Water Cross Connections and Backflow Prevention.

Executive Summary

As defined by the 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, the population's susceptibility to the contaminant, water quality with respect to other parameters, and the condition of the distribution system's piping.

The City Staff recommends the adoption of this revised ordinance in order to implement the enforcement of the cross-connection and backflow prevention program for the City to be place in force immediately.

This is a summary of the changes to the City of Henderson's Ordinance relating to Water Cross Connections and Backflow Prevention implemented on July 28th, 2003. The Objectives and changes are as follows:

- 1) To protect the Public's Health as mandated by both State and National Laws
- 2) Original Ordinance was passed and adopted on July 28th, 2003
- 3) This Ordinance reduces the City of Henderson's Liability
- 4) This Ordinance defines the City of Henderson's Authority to enforce Ordinance
- 5) This provides an active inspections program with the appropriate checks and balances
- 6) This Ordinance satisfies the Federal Safe Drinking Water Act
- 7) This Ordinance satisfies the North Carolina Drinking Water Act
- 8) This Ordinance satisfies the North Carolina State Building Code

The only changes between this ordinance and the previous ordinance are as follows:

- 1) The new Application Fee was increased from \$50.00 to \$75.00
- 2) The Annual Renewal Application Fee was increased from \$25.00 to \$50.00
- 3) All new installation must use a RPZ Backflow Preventer and must be above ground
- 4) Any upgraded backflow preventers must be brought above ground and be a RPZ

These requirements are consistent around the area and nation. Backflow testing must be performed on an annual basis by a certified tester using equipment that has been calibrated and certified on an annual basis.

Enclosures:

1. Ordinance 15-34

ORDINANCE 15-34

AMENDING SECTIONS 15-20 AND 15-21 OF THE CITY CODE RELATIVE TO AN ORDINANCE RELATING 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's Public Services Department reserves the right to require all hotels, office buildings, hospitals, other medical facilities that administer medications, battery

manufacturer, exterminator, lawn care companies, greenhouses, chemical processing plants, dairies, dye works, film laboratories, car washes, laundries, tattoo parlors, metal fabricating operations, mortuaries, swimming pools, morgues, packing houses, plating plants, poultry houses, power plants, 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 *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 non-potable or industrial piping system(s); and
3. To provide for a continuing inspection program of any potential cross-connections.

(b) *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:*** A physical separation sufficient to prevent backflow between the free-flowing discharge end of the public water system and any other

system. An Air-Gap is 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 or his designee, as meeting any applicable specification stated or cited in this 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.
- (6) **Backflow Prevention Assembly:** 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 as follows:
 - 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 be 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 and have radio read capabilities compliant with Henderson's system that accurately read 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 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 the 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):*** 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 (ORC) as recognized by the North Carolina Department of Environmental Quality. (DEQ) 15A NCAC 18D 0701.

15) **Director:** The *City Manager* of the City of Henderson or the *Public Services Director* for the City or their designee.

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.

(i) **Health-Hazard (Contamination):** 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.

(ii) **Plumbing-Hazard (Pollutional):** A plumbing type cross-connection in a consumer's potable water system or to 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.

(iii) **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.

(iv) **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

(v) **Imminent Health Hazard:** A situation deemed an imminent health hazard has the potential to lead to death or serious toxicity by the cross connection coordinator pursuant to the standards set forth by the Henderson Public Services Director. This term is used interchangeably with Severe Hazard.

(vi) **Moderate Hazard:** A term that generally refers to a type of facility with a cross-connection or potential cross-connection involving any substance that generally would not be a health

hazard(pollutional) but would constitute a nuisance or be aesthetically objectionable if introduced into the public water supply. Typical industries/facilities this definition applies to, see section 15-20.1.j.2.

(vii) **High Hazard:** A term that generally refers to a type of facility with a cross-connection or potential cross-connection involving any substance that would be considered an imminent health hazard (contaminate) if introduced into the public water supply. Typical industries/facilities this definition applies to see section 15-20.1.i.2.

(viii) **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 problems. This term is used interchangeably with Imminent Hazard.

(ix) **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.

18) **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.

19) **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.

- 20) **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.
- 21) **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.
- 22) **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.
- 23) **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 Quality (DEQ) as system number 03-92-010.
- 24) **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.
- 25) **Water-Potable:** Any water system publicly or privately owned that holds a current North Carolina Department of Environment Quality (NCDEQ) permit, to supply water for public (or human) consumption.
- 26) **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.
- 27) **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.
- 28) **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.

- 29) ***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

(c) Responsibility of the City of Henderson:

- (1) The City of Henderson's Public Services Department 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 Public Services Department 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 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.

(d) 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 ordinance.
- (2) The Customer shall maintain accurate records of tests and repairs made to backflow prevention assemblies and shall maintain historical 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, re-piping 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.

(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 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 \$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 \$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 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 hazard 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).

- | | | |
|-----|--|---------|
| (a) | Air-Gap Separation | 30 days |
| (b) | Reduced pressure principle assembly (3/4" -2") | 30 days |

- (c) Double check valve assembly (3/4" – 2") 30 days
- (d) Reduced pressure principle assembly (2" and larger) 60 days
- (e) Double check valve assembly (2 ½ " and larger) 60 days
- (f) Other approved backflow prevention assembly 30 days

- (9) 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 that are new or proposed must have an approved reduced pressure principle assembly as a minimum containment device.

(k) ***Lawn Irrigation Systems:***

- (1) All existing lawn irrigation systems must have 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 an approved reduced pressure principle assembly as a minimum containment device.

(l) ***Fire Sprinkler Systems:***

- (1) All new or proposed unmetered fire sprinkler systems without booster facilities or chemical additives must have 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 and penalties***

- (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 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 repeat violator where the violation(s) was not committed willfully or intentionally and is an actual or potential risk to public health or safety, the penalty shall be \$1,000 per day per violation.
- (4) For a violator where the violation(s) was committed willfully or intentionally, the penalty shall be \$1,500 per violation.
- (5) 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.
- (6) Each violation listed in (e) - (i) below shall be considered a one-time violation (with the respective civil penalty) as 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.
- (7) 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.

- (8) 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 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 15.21-2. The foregoing Ordinance shall be in full force and effect from and after the date of its passage.

Ordinance 15-34, 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 _____ on this, the ** day of _____ 2015: YES:.. NO: ABSTAIN: ABSENT:

James D. O’Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

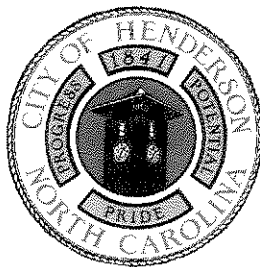
D. Rix Edwards., City Attorney

Reference: Minute Book 43 p 460; CAF 15-33

CAF 15-87: 9 October 2015 Work Session/ Regular Meeting

City Council Action Form

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



Agenda Item: _____

Council Meeting: 23 Nov. 15 Short Reg. Meeting

9 November 2015

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

FR: Frank Frazier, City Manager

RE: CAF: 15-133

Consideration of Approval of Resolution 15-02, Authorizing Execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in Conjunction with the I-85 Improvements

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- KSO 5: Provide Reliable, Dependable Infrastructure.

Recommendation:

- Approval of Resolution 15-02, Authorizing Execution of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in Conjunction with the I-85 Improvements.

Executive Summary:

The North Carolina Department of Transportation (NCDOT) is currently undergoing major improvements to the north and south bound lanes of I-85, starting from just west of Andrews Avenue, for a distance of approximately ten (10) miles. Included in this project is the replacement of the bridge at Andrews Avenue and I-85, as well as other bridge rehabilitation work at Parham Road, Spring Valley and Satterwhite Point Road.

During construction of the project, Parham Road (currently a city street) between the Southbound I-85 access/egress ramps to US 158 (Garnett Street) has been used as a detour route. During this time the NCDOT will assume maintenance of this road during construction and will make any repairs necessary after construction to restore the road to its pre-construction condition. After completion of the project, responsibility for maintenance of this road would return to the City.

Enclosure:

1. Resolution 15-02

CAF 15-133: 23 November 2015 Council Meeting

Page 1 of 7

RESOLUTION 15-02

AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) IN CONJUNCTION WITH THE I-85 IMPROVEMENTS

WHEREAS, the City Council (Council) for the City of Henderson, North Carolina (City) conducted its Annual Planning Retreat in January 2015 and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses KSO 5: Provide Reliable, Dependable Infrastructure; *and*

WHEREAS, NCDOT is currently making major improvements to all lanes of I-85, as well as bridges, starting from a location near to and west of Andrews Avenue and extending approximately ten miles, these improvements denominated as Project I-0914BA (Project); *and*

WHEREAS, NCDOT staff, including its engineers, previously asked the Council for input on use of ramp closures rather than maintaining access by crossover alignments; *and*

WHEREAS, it is necessary for Parham Road to be used as a detour route during the construction of the I-85 improvements.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL THAT IT DOES HEREBY:

- 1) Request that NCDOT resurface Parham Road prior to the City resuming said maintenance.
- 2) Approve Execution of the Municipal Agreement with NCDOT in Conjunction with the Above Mentioned Improvements, being more fully articulated in *Attachment A* to this Resolution and Authorizes the Mayor to sign all necessary documents to effect said agreement.

The foregoing Resolution 15-02, 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, pp. **, CAF 14-102-A*

NORTH CAROLINA
TRANSPORTATION IMPROVEMENT PROJECT IN
CONJUNCTION – MUNICIPAL AGREEMENT

VANCE AND WARREN COUNTIES

DATE: 2/9/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: I-0914BA

AND

CITY OF HENDERSON

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Henderson, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project I-0914BA, in Vance County and Warren County; and,

WHEREAS, the Project consists of improvements to I-85 from south of US 158 to north of SR 1237 (Manson Loop Road) with a portion located within the Municipal limits; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS), Section 136-86.1, Section 160A-296 and 297, Section 136-18, and Section 20-100, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

Agreement ID # 5511

1

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE

1. During construction of the Project, Parham Road between the southbound I-85 access/egress ramps to US 158 (Garnett Street) will be used as a detour route. At the request of the Municipality, the Department will assume maintenance of the road during construction. A preconstruction pavement survey will be conducted, the Department will make any necessary repairs during the term of the Project, and the Department will make any repairs necessary after construction to restore the road to its preconstruction condition. After completion of the work, responsibility for maintenance of the road will be re-assumed by the Municipality.

RIGHT OF WAY

2. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

CONSTRUCTION

3. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

4. Upon completion of the Project the Municipality, at no expense to the Department, shall assume normal maintenance operations of Parham Road and release the Department from all liability upon completion of the project.

ADDITIONAL PROVISIONS

5. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

6. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
7. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
8. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
9. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
10. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
11. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF HENDERSON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Approved by _____ of the local governing body of the City of Henderson
as attested to by the signature of Clerk of said governing body on _____ (Date)

This Agreement has been pre-audited in the manner
required by the Local Government Budget and
Fiscal Control Act.

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
City of Henderson

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Agreement ID # 5511

4

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF HENDERSON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Approved by _____ of the local governing body of the City of Henderson

as attested to by the signature of Clerk of said governing body on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
City of Henderson

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

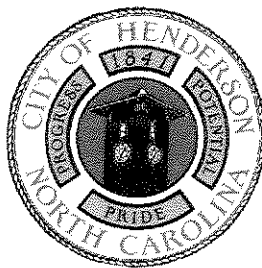
APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Agreement ID # 5511

4

City Council Action Form

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



Council Meeting: 23 Nov 15 Short Reg. Meeting

12 November 2015

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

FR: Frank Frazier, City Manager *J.F.*

RE: CAF: 15-23-A

Consideration of Approval of Resolution 15-17-A, Authorizing the Acceptance of North Carolina Governor's Crime Commission Grant for the Purchase of Upgraded Computer Workstations for the Henderson Police Department.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- **KS02:** *Reduce Crime:* To Reduce Crime and Provide for a Safe Community;
- **KS08:** *To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities*

Recommendation:

- Approval of Resolution 15-17-A, Authorizing the Acceptance of the North Carolina Governor's Crime Commission Grant for the Purchase of Upgraded Computer Workstations for the Henderson Police Department.

Executive Summary

On January 26, 2015, the City Council approved submission of an application for grant funding from the North Carolina Governor's Crime Commission (Resolution 15-17) to upgrade computer workstations at the Police Department. This grant was submitted and notice of approval was received on November 10, 2015. If approved by Council, this grant will be awarded in the amount of \$11,250 with a matching amount of \$3,750 which was budgeted from Federal Asset Forfeiture Funds in the Police Department's FY 2015-2016 Budget Grant Match Line Item.

It is now appropriate for Council to consider acceptance of this grant.

Attachments:

1. Resolution 15-17-A

RESOLUTION 15-17-A

AUTHORIZING THE ACCEPTANCE OF THE NORTH CAROLINA GOVERNOR'S CRIME COMMISSION GRANT FOR THE PURCHASE OF UPGRADED COMPUTER WORKSTATIONS FOR THE HENDERSON POLICE DEPARTMENT

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

WHEREAS, two of the KSO's are addressed by this request as follows:

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

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

WHEREAS, the Council authorized on 26 January 2015, via Resolution 15-17, the application for grant funding from the NC Governor's Crime Commission to purchase at least five (5) new computer workstations and a new firewall router; *and*

WHEREAS, the NC Governor's Crime Commission has approved grant funding in the amount of \$11,250.00 to purchase at least five (5) new computer workstations and new firewall router for the Henderson Police Department in Grant Project Number PROJ 011089; *and*

WHEREAS, Grant matching funds in the amount of \$3,750.00 have been budgeted in the Henderson Police Department's Federal Asset Forfeiture Budget for FY 2015-2016.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES AUTHORIZE the acceptance of the NC Governor's Crime Commission grant, Project Number PROJ011089, (*Attachment A* to this Resolution) and authorizes the City Manager to endorse and affect any and all contracts and agreements required for the acceptance of this grant.

The foregoing Resolution 15-17-A, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote received the following votes and was ***** on this the *** day of **** 2015: YES:. NO: ABSTAIN: ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved as to Legal Form:

D. Rix Edwards, City Attorney

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



North Carolina Department of Public Safety
Governor's Crime Commission

Pat McCrory, Governor
Frank L Perry, Secretary

Christopher E. Swecker, Chair
L. David Huffman, Executive Director

November 5, 2015

Perry Twisdale, Project Director
City of Henderson
134 Rose Avenue
Post Office Box 1434
Henderson, North Carolina 27536-0748

SUBJECT: Project Name: 2015 Henderson Police Department-DCI/CILEADS Upgrade
Project Number: PROJ011089
Implementing Agency: Henderson Police Department

Dear: Mr. Twisdale:

Congratulations on receipt of your recent grant award from the Governor's Crime Commission. Attached you will find the Governor's Crime Commission's grant award checklist, your grant award document, and special conditions documents.

This grant award does not become effective until it has been signed by the **Authorizing Official and Project Director** listed above and is returned to the Governor's Crime Commission. The signed grant award must be returned **within thirty days** of the date the award is mailed. You will be authorized to make expenditures under the grant or receive reimbursement once we have received the original signed grant award. Extensions beyond this thirty day period can only be authorized, in writing, by the Governor's Crime Commission.

This grant award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of any audit or site-visit findings, and match requirements. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate. To assist you, attached is a checklist of what you need to do in order for your Grants Management Specialist to receive your file. Any incomplete items will cause a delay in this process.

As always, please contact our office if you have any questions or need additional assistance.
Best wishes to you for successful program outcomes!

Cordially,

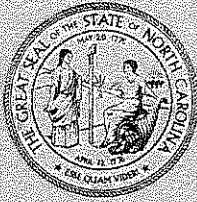
L. David Huffman
Executive Director

MAILING ADDRESS:
4234 Mail Service Center
Raleigh, NC 27699-4234
www.ncgccd.org
www.ncdps.gov



OFFICE LOCATION:
1201 Front St.
Raleigh, NC 27609
Telephone: (919) 733-4564
Fax: (919) 733-4625

An Equal Opportunity Employer



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 Front Street, Suite 200
Raleigh, NC 27609
Telephone (919) 733-4564 Fax (919) 733-4625
http://www.ncgcd.org

GRANT AWARD

Applicant: City of Henderson

Authorizing Official: Ed Wyatt
Interim City Manager

Address: 134 Rose Avenue P. O. Box 1434
Henderson, North Carolina 27536-0748

Vendor Number: 566001241

Project Name: 2015 - Henderson Police Department
DCI/CJLEADS Upgrade

Implementing Agency: Henderson Police Department

Project Director: Perry Twisdale
Captain

Project Number: PROJ011089

Account Manager: Josse McKaig

Grant Period: 07/01/2015 - 06/30/2016

Budgets

Period	Personnel	Contractual	Travel	Supplies	Equipment	Total
Year 1	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00
Grant Budget Total						\$15,000.00

Source	Federal Grant #	CFDA #	% Funding	Federal Award
2015: Byrne Justice Assistance Grants	2015-DJ-BX-1076	16.738	75%	\$11,250.00

In accordance with the laws and regulations of the United States and the State Of North Carolina, and on the basis of the grantee's application, the Department of Public Safety hereby awards to the foregoing grantee an award in the amount above.

This grant is subject to the conditions listed in the approved grant application as well as all applicable rules, regulations and conditions, as may be described by the Department of Public Safety. Special conditions are attached to this award.

This grant shall become effective, as of the start date of the grant period listed, once this original grant award has been properly executed on behalf of the grantee and returned to the Governor's Crime Commission, attention of the Grants Management Director. The grant award must be returned within 30 days of the date the award is mailed from the Governor's Crime Commission. No alterations of any kind may be made on this grant award.

Authorizing Official

Signature of Authorizing Official: _____ Date: _____

Ed Wyatt, Interim City Manager

Name and Title of Authorizing Official

Governor's Crime Commission

Signature of Director: *L. David Huffman* 11/5/2015
Date: _____

L. David Huffman, Executive Director

Name and Title of Director

Project Director

Signature of Project Director: *Perry Twisdale* 11/10/2015
Date: _____

Perry Twisdale, Captain

Name and Title of Project Director

☐ This award is subject to the attached conditions, which must be signed by both the authorizing official and the project director, and returned along with this Grant Award. No alterations of any kind may be made on this grant award.



DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 FRONT STREET
RALEIGH, NORTH CAROLINA 27609

AWARD CONTINUATION SHEET

GRANT

- 1 -

CRIMINAL JUSTICE SYSTEM IMPROVEMENT COMMITTEE
GRANT AWARD
SPECIAL CONDITIONS
BYRNE JUSTICE ASSISTANCE GRANT FUNDING

SUBRECIPIENT: City of Henderson
DUNS NUMBER: 082368556
PROJECT NAME: 2015 - Henderson Police Department - DCI/CJLEADS Upgrade
PROJECT NUMBER: PROJ011089

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current edition of Governor's Crime Commission Grant Award Packet.

The OJP Financial Guide can be viewed online at: www.ojp.usdoj.gov/financialguide

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certificate Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. This recipient agrees to comply with the organizational audit requirements of OJP Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OJP Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

Mail:
Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530
AND
NC Governor's Crime Commission
1201 Front Street
Raleigh, NC 27609
e-mail: (your Grants Mgmt. specialist)

e-mail: ojig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4459

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. The recipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the recipient agrees to first

Authorizing Official:

Ed Wyatt

Project Director:

Perry Twisdale



DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 FRONT STREET
RALEIGH, NORTH CAROLINA 27609

AWARD CONTINUATION SHEET

GRANT

- 2 -

determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The recipient understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by the special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100 year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resources/nea.html>, for programs relating to methamphetamine laboratory operations.

Application of the Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

7. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Recipient shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.

9. The recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.

10. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

Authorizing Official:

Ed Wyatt

Project Director:

Perry Twissdale



DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 FRONT STREET
RALEIGH, NORTH CAROLINA 27609

AWARD CONTINUATION SHEET

GRANT

- 3 -

11. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?Page=Religion&SubPage=Religion&Page=1046>.

12. The recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith-Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/doj/equal_treatment.htm.

13. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

14. The recipient agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

15. The recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

16. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

17. The recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required on-line (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's website and the Center for Task Force Integrity and Leadership (www.ctfili.org).

18. The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP and the Governor's Crime Commission.

19. Certified Assurances (Non-Discrimination Requirements)

Authorizing Official:

Ed Wyatt

Project Director:

Perry Twisdale



DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 FRONT STREET
RALEIGH, NORTH CAROLINA 27609

AWARD CONTINUATION SHEET

GRANT

- 4 -

Applicants must assure and certify that they will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include those of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d), the Victims of Crime Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). Applicants should also see Exec. Order 13,279 (Equal Protection of the Laws for Faith-Based and Community Organizations).

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, age, national origin, sex, or disability against a recipient of Federal funds, or any subgrantee or contractor of that recipient, a copy of such findings must be forwarded immediately to both the Governor's Crime Commission and the federal Office for Civil Rights.

Complaints alleging or containing reference to discrimination on the basis of race, color, religion, age, national origin, sex, or disability by a recipient of Federal funds or by any subgrantee or contractor of that recipient shall be reported to the Discrimination Complaint Coordinator of the Governor's Crime Commission. Complaints of this type may be reported to the federal Office for Civil Rights, though such reporting does not relieve the reporter of the duty to also report to the Discrimination Complaint Coordinator of the Governor's Crime Commission.

In accord with federal civil rights laws, all recipients and subrecipients must refrain from retaliation against any individuals who take action or participate in action to secure rights protected by such laws.

All recipients and subrecipients must take reasonable steps to provide meaningful access to programs and activities for persons who may be LEP (Limited English Proficient).

All recipients and their subrecipients must also provide the Office for Civil Rights with an Equal Employment Opportunity Plan, if required to maintain one, where the award is \$500,000 or more.

The Recipient further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOC, as shown in the provided Department of Labor Regulations found at 41 CFR Part 60.

20. The recipient agrees promptly to provide, upon request, financial or programmatic related documentation related to this award, including documentation of expenditures and achievements.

21. The recipient understands that it is subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

22. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

23. The recipient assures and certifies that it has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of the project cost) to ensure proper planning, management, and completion of the project described in this application.

24. The recipient agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Authorizing Official:

Ed Wyatt

Project Director:

Perry Twisdale



DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 FRONT STREET
RALEIGH, NORTH CAROLINA 27609

AWARD CONTINUATION SHEET

GRANT

- 5 -

25. The recipient agrees to give the Governor's Crime Commission or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

26. The recipient agrees that all contracts must be approved by the Governor's Crime Commission grants management director prior to execution. Any funds incurred will be in violation of the contract if they are incurred prior to approval. Any rate over \$400/day must be justified in writing to the Governor's Crime Commission. All sole source contracts in excess of \$100,000 must receive prior approval from the Bureau of Justice Assistance.

27. Positions created must be new and increase the agency staff by the number of positions requested.

28. Agencies whose grants include confidential/buy money funds must comply with the confidential fund requirements as described in the current edition of the OJP Financial Guide, Chapter 8 and sign a Confidential Funds Certification to abide by the federal guidelines, prior to any use of confidential/buy money funds.

29. Any Mobile Data Terminal, or 800 Megahertz Voice, based project or program must have the ability to be connected to the North Carolina Highway Patrol's 800 Megahertz Voice and Data Networks and applicants must have the ability to share data with other agencies.

* Compliance with these general conditions is to ensure that criminal justice agencies continue to build an integrated statewide network to tie all public safety agencies together.

30. The recipient acknowledges that failure to submit programmatic or financial reports in a timely manner will result in the termination of this grant. Upon termination, all outstanding reimbursements will be forfeited by the recipient.

31. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency (GCC) determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 45, 70.

32. Pursuant to Executive Order 12513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 31225 (October 1, 2009), the U.S. Department of Justice encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

33. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

34. The recipient acknowledges that both the Office of Justice Programs and the Governor's Crime Commission reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal and State purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights or copyright to which a recipient or subrecipient purchases ownership with Federal support.

Authorizing Official:

Ed Wyatt

Project Director:

Perry Twisdale



DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 FRONT STREET
RALEIGH, NORTH CAROLINA 27609

AWARD CONTINUATION SHEET

GRANT

- 6 -

The recipient acknowledges that both the Office of Justice Programs and the Governor's Crime Commission has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward and/or contract under this award.

35. All requests to transfer funds from a Personnel line item to any other budget category will be subject to a high degree of scrutiny and justification.

The recipient further agrees that ALL personnel (including subrecipient personnel) whose activities are to be charged to this award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

36. All recipients are required to maintain an active registration with the Central Contractor Registration (CCR) database.

37. The recipient understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated on the grant award. If a continuation application is approved, funds available under the current grant and corresponding cash matching funds must be expended or obligated and documented prior to the implementation of the continuation grant and expenditure of new funds.

38. The recipient must follow the most recently released (June 2012) OJP conference cost policies and procedures. The new guidelines establish perimeters for which grantees may expend funds for conferences and meetings.

39. Registration with the System for Award Management and Universal Identifier Requirements.

The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Authorizing Official:

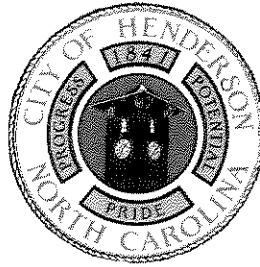
Ed Wyatt

Project Director:

Perry Twisdale

City Council Action Form

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



Council Meeting: 23 Nov15 Short Reg. Meeting

13 November 2015

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

FR: Frank Frazier, City Manager *(Signature)*

RE: CAF 15-134

Consideration of Approval of Ordinance 15-51, FY 15-16 Budget Amendment #14, Authorizing the Transfer of Police Asset Forfeiture Funds to; 1) Upgrade Communications Services at the Police Department; 2) Purchase Two APX Mobile Radios for New Vehicles

Ladies and Gentlemen:

Council Goals Addressed By This Item:

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

Recommendation:

- Approval of Ordinance 15-51, FY 15-16 Budget Amendment #14, Authorizing the Transfer of Police Asset Forfeiture Funds to; 1) Upgrade Communications Services at the Police Department; 2) Purchase Two APX Mobile Radios for New Vehicles.

Executive Summary

Upgrade Communications Services at the Police Department;

Police Chief Marcus Barrow has requested that Federal Asset Forfeiture Funds in the amount of \$8,500 be appropriated to purchase new switching equipment and other telephone equipment to upgrade the system at the Henderson Police Department. The Police Department has been researching ways to improve its data conversion from the field to the records office and this upgrade of its IT system, including interacting capabilities, will help facilitate this improvement as well as increase the overall security and day to day sharing of data with the Police Department and other agencies. There is a one-time charge for this work.

As a result of changing to CenturyLink, an existing obsolete phone system will be replaced by a system that will also provide internet service that will more efficiently meet the needs of its 51 plus users.

Purchase Two APX Mobile Radios for New Vehicles

Also, as part of this CAF a request to use \$5,620 of the State Asset Forfeiture funds to purchase two APX Mobile Radios to be installed in the new vehicles that were approved in the FY 15-16 budget. They currently have no spare mobile radios in stock. By installing new radios in the new vehicles, they can then place the radios that are in the old vehicles in storage to be used to replace any units that may have a problem in the future.

Also attached is a list of obsolete equipment the Police Department is requesting to dispose of. This list includes mobile modems and in-car cameras. Although no action is required of Council, it is felt appropriate to advise Council of the steps taken as we continue to monitor and manage the City's fixed assets.

The mobile modems were initially used with the mobile data terminals prior to the police department switching to Verizon "Air Cards". These items are obsolete and have no function or value to the police department or the city. Therefore, these items will be disposed of by taking them to Granville Communications, who will then ship them back to Motorola to be recycled or disposed of at no cost to the City.

The in-car cameras listed are inoperable and support and repair service is no longer available. The hard drives have no resell value and will be destroyed, but the in-car video monitor units and the actual in-car camera units may have some resell value. Therefore, pursuant to Resolution 9-10, these items will be placed on GovDeals and sold as surplus.

Attachments:

1. Ordinance 15-51
2. Proposal for Internet Service and VOIP System
3. HPD Purchase Request Form for Motorola APX Radios
4. Disposition of Surplus Property

ORDINANCE 15-51
FY 2015—2016 BUDGET AMENDMENT # 14
AN AMENDMENT TO THE GENERAL FUND
TO APPROPRIATE FUND BALANCE ARISING FROM STATE AND
FEDERAL ASSET FORFEITURES TO FUND THE UPGRADE OF
COMMUNICATION SERVICES AT THE POLICE DEPARTMENT AND
PURCHASE TWO APX MOBILE RADIOS

WHEREAS, the City Council of the City of Henderson on 22 June 2015 adopted the FY15-16 Annual Operating Budget; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and capital improvements budgets from time-to-time;

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

Fund: 10: General Fund			Ordinance 15-51 FY 15-16 Budget Amendment #14			
10: GENERAL FUND REVENUES			Approved 22-Jun-15	Current Budget	Amendment	Revised
Department	Line Item	Code				
	Fund Bal Appropriated	10-990-490999	\$ -	\$ -	\$ 5,620.00	\$ 5,620.00
			\$ -	\$ -	\$ -	\$ -
	Fund Bal Appropriated	10-995-490999	\$ 288,500.00	\$ 288,500.00	\$ 8,500.00	\$ 297,000.00
	Fed Asset Forfeiture		\$ -	\$ -	\$ -	\$ -
		Total	\$ 288,500.00	\$ 288,500.00	\$ 14,120.00	\$ 302,620.00
						\$ 302,620.00
10: GENERAL FUND EXPENDITURES			Approved 22-Jun-15	Current Budget	Amendment	Revised
Department	Line Item	Code				
Police	Capital Outlay<\$5000	10-510-507400	\$ 42,000.00	\$ 42,000.00	\$ 5,620.00	\$ 47,620.00
	Capital Outlay>\$5000	10-510-507405	\$ 49,100.00	\$ 49,100.00	\$ 8,500.00	\$ 57,600.00
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		Total	\$ 91,100.00	\$ 91,100.00	\$ 14,120.00	\$ 105,220.00
						\$ 105,220.00
\$8,500 Fed Asset, \$5,620 State Asset			variance		\$ -	
Reference:			Notes:			
CAF #15-134; Ordinance #15-51; BA #14			To appropriate funds from that portion of the General Fund balance arising from			
23 Nov 2015 Council Meeting			State and Federal Asset Forfeitures to be used to upgrade communications			
			services at the Police Department and purchase/install two APX Mobile Radios			

The foregoing Ordinance 15-51, upon motion of Council Member *** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was ***** on this the 23rd day of November 2015: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther McCrackin, City Clerk

PROPOSAL FOR INTERNET SERVICE AND VoIP SYSTEM FOR HENDERSON POLICE DEPARTMENT

The Henderson Police Department was previously paying **\$1728.82 a month** for both internet and phone service at 200 Breckenridge Street Henderson, NC. During the proposal process, it was determined that the Police Department was paying for phone service that the Department no longer utilized. The cost for this unused service totaled \$387.32. The following is a breakdown of internet and phone expenses that the department expends each month:

Current Recurring Costs	Cost
T1 Phone lines	\$343.41 (no longer charged)
#252-438-3646 (Pager system)	\$43.91 (no longer charged)
PRI Phone line	\$853.95
NCOL (Henderson Police Department)	\$99.95
Time Warner Cable (City Hall)	\$60.00 (PD expense)
NCOL (City Wide)	\$299.95 (PD expense)
Phone Service at City Hall	\$27.65 (PD expense)
Total	\$1728.82

The department is proposing that service for both internet and phone be provided by CenturyLink. The following is a breakdown of the estimated cost for both recurring monthly costs and capital infrastructure upgrades.

CenturyLink

Internet		Cost (Monthly)
40/40 GPON Internet (40 Mbps Download/ 40 Mbps Upload) Includes Router		\$535.00
VoIP Phone Service		
Standard-VVX 310 Phone	39	\$702.00
Admin-VVX 600 w/ 1 Sidecar	1	\$38.00
Basic-VVX 310 Phone	3	\$42.00
Premium-IP 550	1	\$24.00
Conference-IP 6000	1	\$40.00
Hunt Group	1	\$4.95
Auto Attendant	1	\$14.95
Basic Bus. White page listing	1	\$1.95
Pro Met Maintenance 24/7	1	Included
Voicemails (Not assigned to a Phone)	27	\$160.65
10,000 minutes of Long Distance	Included	****
Total (Monthly)		\$1028.50

The Department will continue to maintain three (3) existing phone lines for the alarm system and elevator phone. These analog phone lines are required for contacting the alarm company and 911 communications. An additional phone line is required to provide an emergency call box in the front of the Police Department that allows citizens to have access to 911 during non-business hours. The cost for maintaining these analog lines is \$167.77 a month.

The following infrastructure upgrades are required to establish high internet speeds and VoIP:

Capital Purchase

Item/Description	Quantity	Cost
48 Port NetVanta 1600 series Managed Layer 3 Gigabit Ethernet Switches; Includes AC PoE power supply.	2 x \$3,336.90	\$6673.80
Stacking module for use with NetVanta 1600 series Switches	2 x \$358.33	\$716.66
Miscellaneous and Consumables	1 X \$59.52	\$59.52
Shipping		\$44.00
Total		\$8045.74

Purchase two (2) 48 Port NetVanta 1600 Series Managed Layer 3 Gigabit Ethernet Switches (PoE) and the stacking modules for use with the NetVanta 1600 Series Switches. The current switches with the Internet/Ethernet infrastructure are from 2003 and will not support a VoIP system. Switches for a VoIP must have PoE support in order to provide power to the phone device via a CAT 5 wired Ethernet connection. Total cost for the capital purchase needed to upgrade the Internet/Ethernet infrastructure is **\$8,045.74**.

Estimated Recurring Cost	Cost
GPON Internet 40/40	\$535.00
VoIP Service	\$1028.50
Analog Phones	\$165.77
Total Monthly Cost	\$1729.27

There is **no cost** for setup and training for phone administrators. The total cost for an internet and VoIP upgrade through CenturyLink is an **initial cost of \$8,045.74** for the infrastructure upgrades and a **\$1,729.27 monthly fee** for a three (3) year contract including the analog phone lines. CenturyLink will also provide **two (2) months of free service**. The estimated recurring cost for CenturyLink service will cost twenty-four cents more than the service currently provided; however, the projected service provided through CenturyLink will be more reliable than the current internet provider and phone system.

In conclusion, CenturyLink is a local company that will provide on-site technical support in a reasonable amount of time when a connection is lost or a system issue occurs. CenturyLink will install the needed infrastructures upgrades and will provide on-site training to Department personnel on how to manage users and conduct troubleshooting. CenturyLink's service provides 24 x 7 maintenance on both the internet and phone system. Reliable access to the internet is vital to any law enforcement agency's mission. Establishing these upgrades and improvements will move the Department into the next stage of technology that is essential to providing quality public safety.



HENDERSON POLICE DEPARTMENT

200 Breckenridge Street
Henderson, NC 27536
Phone: 252-438-4141
Fax: 252-438-7311



ADMINISTRATIVE PURCHASE REQUEST FORM

Vendor Name: Motorola Solutions (Granville Communications)

Item	Quantity	Price X Quantity = Total Cost	Part# or Quote
Motorola APX Mobile Police Radio and accessories	2	\$2,758.00 + \$49.00 programming fee X 2 = \$5,614.00	See attached

Sole Source Vendor? ☒ YES ☐ NO
Competitive Quotes Attached ☐ YES ☒ NO

This purchase is per NC State Cotntract 725G for two (2) Motorola APX 4500 Mobile Police Radios and accessories. These radios are required for agencies to communicate on the State "VIPER" radio system which is used for all Vance County Emergency Communications. We are requesting that the funding for this purchase be transferred from the Police Department State Drug Tax/Asset Forfeiture Account (10-990-990999) to the Capital Outlay < \$5000 account as this is an unbudgeted purchase for FY 2015-2016.

Requesting Employee: Captain Perry L. Twisdale Date: 10/01/2015
Division Commander: [Signature] Date: 10/01/2015
Chief of Police: [Signature] Date: 10-20-15
Received by Purchasing: _____ Date: _____

An Internationally Accredited Law Enforcement Agency



Quote Number: QU0000335853
Effective: 01 OCT 2015
Effective To: 30 NOV 2015

Bill-To:

HENDERSON POLICE DEPT
P O BOX 1434
HENDERSON, NC 27536
United States

Ultimate Destination:

HENDERSON POLICE DEPT
200 BRECKENRIDGE ST
HENDERSON, NC 27536
United States

Attention:

Name: Captain Perry L. Twisdale
Email: ptwisdale@hendersonncpd.org

Sales Contact:

Name: Dan Christie
Email: dchristie@wirelessnc.com
Phone: 919-745-0233

Contract Number: NC STATE NON ARIBA -725G
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
J	2	M22URS9PW1AN	APX4500 7/800	\$3,687.00	\$2,758.00	\$5,516.00
Ja	2	W22BA	ADD: PALM MICROPHONE			
Jb	2	G66AW	ADD: DASH MOUNT O2 WWM			
Jc	2	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870			
Jd	2	G24AX	ENH: 2 YEAR REPAIR SERVICE: ADVANTAGE			
Je	2	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM			
Jf	2	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)			
Jg	2	G444AH	ADD: APX CONTROL HEAD SOFTWARE			
Jh	2	W635HL	ADD:2015 APX4500 PROMO			
Ji	2	G831AD	ADD: SPKR 15W WATER RESISTANT			
2	98	SVC03SVC011SD	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$98.00
(Notes)Programming for 2 APX Mobiles @ \$49 Ea.						

Total Quote in USD

\$5,614.00

PO Issued to Motorola Solutions Inc. must:


- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



MEMORANDUM

OFFICE OF THE CHIEF

Marcus W. Barrow
Henderson Police Department

To : Frank Frazier, City Manager
From: Marcus W. Barrow, Chief of Police 
Date: November 6, 2015
Re : Disposition of Discontinued Agency Property

Attached is a list of Motorola VRM650 and VRM850 Data Communications Mobiles. These mobile modems are the equipment we initially used with Mobile Data Terminals to connect to DCI before we switched to Verizon "Air Cards" and primary use of CJLEADS on MDTs.

This equipment is obsolete and we do not plan to reuse them. Since these units are programmed with NC State DCI/NCIC IP Numbers it would cost much more to have them "scrubbed" by Granville Communications for resale than we would possibly get by having them sold as surplus.

I am recommending that we have your permission to dispose of these units as "City property with no current worth" and turn them over to Granville Communications so that they can be properly recycled by Motorola.

Also attached is a list of Integrian Digital Patroller In-Car Camera units that we have removed from HPD vehicles due to the cameras being inoperable. Due to Integrian being sold to another company there is no longer any support or repair services available for these cameras.

As the hard drives of the cameras have no resell value and also as they may contain some remaining image files of vehicles stops, etc. I am recommending that we have your permission to disable the hard drives and turn them over to the Vance County landfill to be recycled. The in-car video monitor units and the actual in-car camera units may have some resell value. I am recommending that we turn these over separately to City Operations to be auctioned as surplus. The wiring and cables from the cameras will be recycled and disposed of as they do not have other use or resell value.

As we remove other units from cars as they go bad or the vehicle is stripped we will continue to inventory these and request disposition.

Thank you in advance for your consideration on this.

CC: Captain P.L. Twisdale

Motorola Data Modems to be turned over for recycling

Model	ID#	
VRM650	80349244	
VRM650	80336405	B1670
VRM850	80354D3D	
VRM650	803378B0	B1694
VRM650	80329DBC	
VRM650	803378AE	
VRM850	80352655	
VRM650	80349231	
VRM650	80336403	
VRM850	80356OEO	
VRM850	80354D29	
VRM650	80329D9E	
VRM850	80336404	
VRM650	80329DCD	
VRM650	80349245	
VRM650	80329DAC	
VRM650	80329D9B	
VRM650	80336401	

Digital Patrol Camera hard drives to be turned over for recycling

Model	ID#
DP1	2715
DP1	2698
DP1	2721
DP1	2712
DP1	2723
DP1	2697
DP1	2703
DP1	2642
DP1	3541
DP2	200816CM1100
DP2	200744CM0681
DP2	200819CM0299
DP2	200815CM0485
DP2	200819CM0608
DP2	200929CM0173
DP2	77065533

City Council Action Form

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



Council Meeting: 23 Nov 15 Short Reg. Meeting

17 November 2015

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

FR: Frank Frazier, City Manager **3.4.**

RE: CAF: 15-114

Consideration of Approval of Resolution 15-74, Approval of Official Results for Municipal Election Held October 6, 2015 and Subsequent Run-Off Election Held on November 3, 2015

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 15-74, Accepting the Official Results for Municipal Election Held October 6, 2015, and Subsequent Run-Off Election Held on November 3, 2015

Executive Summary

The Vance County Board of Elections office held a municipal election on October 6 2015. There was a tie vote for the Ward 1 Council Seat and neither candidate received more than 50 percent of the votes for the Ward 3 At Large Council Seat; therefore, a subsequent run-off election was held on November 3, 2015.

The City Clerk has received the abstract of votes for these Municipal Elections. It is now recommended that Council approve Resolution 15-74 accepting the final election results as follows:

Mayor Four (4) Year Term: Edward H. "Eddie" Ellington;
Ward 1 Four (4) Year Term; Council Member, Marion Brodie Williams;
Ward 2 Four (4) Year Term; Council Member, D. Michael Rainey;
Ward 3 Four (4) Year Term At-Large Council Member, Melissa Elliott;
Ward 4 Four (4) Year Term At-Large; Council Member, George M. Daye.

The Resolution and results will then be filed with the City Clerk's office.

Attachments:

1. Resolution 15-74
2. Official Municipal Election Results

CAF 15-114: 23 November 2015 Council Meeting

RESOLUTION 15-74

APPROVAL OF OFFICIAL RESULTS FOR MUNICIPAL ELECTION HELD OCTOBER 6, 2015 AND RUN-OFF ELECTION HELD ON NOVEMBER 3, 2015

WHEREAS, the City of Henderson Municipal Election was held by the Vance County Board of Elections Office on October 6, 2015; *and*

WHEREAS, the Mayor and Four City Council Members were to be elected in an election conducted in accordance with North Carolina Municipal Election Laws; *and*

WHEREAS, due to a tie vote for the Ward 1 Council Seat and neither candidate receiving more than 50 percent of the votes for the Ward 3 At Large Council Seat, a subsequent run-off election was held on November 3, 2015; *and*

WHEREAS, the final elections results are as follows:

Mayor Four (4) Year Term: Edward H. "Eddie" Ellington;

Ward 1 Four (4) Year Term; Council Member, Marion Brodie Williams;

Ward 2 Four (4) Year Term; Council Member, D. Michael Rainey;

Ward 3 Four (4) Year Term At-Large Council Member, Melissa Elliott;

Ward 4 Four (4) Year Term At-Large; Council Member, George M. Daye.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY OF HENDERSON CITY COUNCIL THAT IT DOES HEREBY accept the Official Results for the Municipal Elections held October 6, 2015 and subsequent Run-Off Election held on November 3, 2015 and said results are to be filed with the City Clerk.

The foregoing Resolution 15-74, 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 J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

Reference: Minute Book 43, p. ; CAF 15-114



2015 MUNICIPAL ELECTION
10/06/2015
ABSTRACT OF VOTES
FOR
VANCE COUNTY, NORTH CAROLINA

INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 13th day of October, 2015.

Chairman

Shucholson

Secretary

Catherine D. Clodfelter

Member

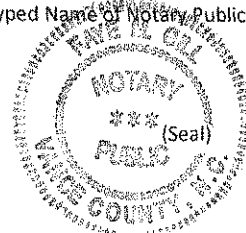
This day personally appeared before me, _____, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 13th day of October, 2015.

Faye M. Gill
Official Signature of Notary Public

Faye M. Gill
Printed/Typed Name of Notary Public

My Commission Expires: 9/7/2020



October 06, 2015 Municipal Election Results by Precinct

Tuesday, October 13, 2015
Page 1 of 3

Precinct	Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
TOTAL	CITY OF HENDERSON MAYOR	Eddie Ellington		1,157	766	384	2	5
		Jim Kearney		742	413	315	13	1
		Juanita Kelly Somerville		405	198	206	1	0
		Write-In (Miscellaneous)		0	0	0	0	0
	CITY OF HENDERSON ALDERMAN AT-LARGE 3RD WARD	Melissa Elliott		1,037	642	390	2	3
		Brenda Peace		1,027	572	440	13	2
		Jason A. Spriggs		123	87	36	0	0
		Write-In (Miscellaneous)		1	0	1	0	0
	CITY OF HENDERSON ALDERMAN AT-LARGE 4TH WARD	Blakely Lee Bates		648	379	263	2	4
		George M. Daye		1,336	810	512	12	2
		Write-In (Miscellaneous)		17	2	15	0	0
	CITY OF HENDERSON ALDERMAN 1ST WARD	Clarence J. Dale		234	113	118	1	2
		Marion Brodie Williams		234	116	115	2	1
		Write-In (Miscellaneous)		1	0	1	0	0
	CITY OF HENDERSON ALDERMAN 2ND WARD	Mike Ranney		779	524	249	5	1
		Write-In (Miscellaneous)		7	3	4	0	0
	CITY OF HENDERSON MAYOR	Eddie Ellington		60	23	36	1	1
		Jim Kearney		226	136	87	3	0
		Juanita Kelly Somerville		99	51	48	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
	CITY OF HENDERSON ALDERMAN AT-LARGE 3RD WARD	Melissa Elliott		127	59	65	2	1
		Brenda Peace		237	146	89	2	0
		Jason A. Spriggs		14	3	11	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
	CITY OF HENDERSON ALDERMAN AT-LARGE 4TH WARD	Blakely Lee Bates		118	60	56	1	1
		George M. Daye		249	148	99	2	0
		Write-In (Miscellaneous)		4	0	4	0	0
	CITY OF HENDERSON MAYOR	Eddie Ellington		41	34	7	0	0
		Jim Kearney		28	24	4	0	0
		Juanita Kelly Somerville		10	6	4	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
	CITY OF HENDERSON ALDERMAN AT-LARGE 3RD WARD	Melissa Elliott		46	35	11	0	0
		Brenda Peace		31	27	4	0	0
		Jason A. Spriggs		2	1	1	0	0

VANCE COUNTY

October 06, 2015 Municipal Election Results by Precinct

Precinct	Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
SH1	CITY OF HENDERSON ALDERMAN AT-LARGE 3RD WARD	Brenda Peace		193	113	80	0	0
		Jason A. Spriggs		26	15	11	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
SH2	CITY OF HENDERSON ALDERMAN AT-LARGE 4TH WARD	Blakely Lee Bates		119	86	53	0	0
		George M. Daye		238	137	101	0	0
		Write-In (Miscellaneous)		5	0	5	0	0
		Eddie Ellington		0	0	0	0	0
		Jim Kearney		1	1	0	0	0
SH3	CITY OF HENDERSON ALDERMAN AT-LARGE 3RD WARD	Juanita Kelly Somerville		0	0	0	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
		Melissa Elliott		0	0	0	0	0
		Brenda Peace		0	0	0	0	0
		Jason A. Spriggs		1	1	0	0	0
WH	CITY OF HENDERSON ALDERMAN AT-LARGE 4TH WARD	Write-In (Miscellaneous)		0	0	0	0	0
		Blakely Lee Bates		0	0	0	0	0
		George M. Daye		1	1	0	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
		Eddie Ellington		761	541	218	1	1
CITY OF HENDERSON ALDERMAN AT-LARGE 3RD WARD		Jim Kearney		176	87	80	8	1
		Juanita Kelly Somerville		73	38	34	1	0
		Write-In (Miscellaneous)		0	0	0	0	0
		Melissa Elliott		525	367	158	0	0
		Brenda Peace		334	185	139	9	1
CITY OF HENDERSON ALDERMAN AT-LARGE 4TH WARD		Jason A. Spriggs		67	56	11	0	0
		Write-In (Miscellaneous)		1	0	1	0	0
		Blakely Lee Bates		238	158	79	0	1
		George M. Daye		571	373	188	9	1
		Write-In (Miscellaneous)		8	2	6	0	0
CITY OF HENDERSON ALDERMAN 1ST WARD		Clarence J. Dale		23	9	14	0	0
		Marion Brodie Williams		27	14	12	1	0
		Write-In (Miscellaneous)		0	0	0	0	0
		Mike Rainey		779	524	249	5	1
		Write-In (Miscellaneous)		7	3	4	0	0

VANCE COUNTY

October 06, 2015 Municipal Election Results by Contest

Tuesday, October 13, 2015
Page 1 of 1

Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
CITY OF HENDERSON MAYOR	Eddie Ellington		1,157	786	384	2	5
	Jim Kearney		742	413	315	13	1
	Juanita Kelly Somerville		405	198	206	1	0
	Write-In (Miscellaneous)		0	0	0	0	0
CITY OF HENDERSON ALDERMAN AT-LARGE 3RD WARD	Melissa Elliott		1,037	642	390	2	3
	Brenda Peace		1,027	572	440	13	2
	Jason A. Spriggs		123	87	36	0	0
	Write-In (Miscellaneous)		1	0	1	0	0
CITY OF HENDERSON ALDERMAN AT-LARGE 4TH WARD	Blakely Lee Bates		648	379	263	2	4
	George M. Daye		1,336	810	512	12	2
	Write-In (Miscellaneous)		17	2	15	0	0
	Clarence J. Dale		234	113	118	1	2
CITY OF HENDERSON ALDERMAN 1ST WARD	Marion Brodie Williams		234	116	115	2	1
	Write-In (Miscellaneous)		1	0	1	0	0
	Mike Rainey		779	524	249	5	1
	Write-In (Miscellaneous)		7	3	4	0	0

VANCE COUNTY



2015 MUNICIPAL ELECTION
11/03/2015
ABSTRACT OF VOTES
FOR
VANCE COUNTY, NORTH CAROLINA

INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 10th day of November, 2015.

Kevin D. Kilgore
Chairman
Corenea Nicholson
Secretary
Catherine S. Clodfelter
Member

This day personally appeared before me, Kevin Kilgore, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 10th day of November, 2015.

Faye M. Gill
Official Signature of Notary Public

Faye M. Gill
Printed/Typed Name of Notary Public

My Commission Expires: 9-7-2020



November 03, 2015 Municipal Election Results by Precinct

Precinct	Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
TOTAL	CITY OF HENDERSON ALDERMAN AT-LARGE 3RD WARD	Melissa Elliott		554	344	208	2	0
		Brenda Peace		441	215	213	12	1
		Clarence J. Dale		126	62	62	1	1
		Marion Brodie Williams		158	70	81	7	0
TOWN OF KITTRELL MAYOR		Jerry C. Joyner		23	23	0	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
TOWN OF KITTRELL TOWN COMMISSIONER		Susan M. Pulley		23	23	0	0	0
		Betsy W. Simpson		20	20	0	0	0
		Josh Boyd (Write-In)		14	14	0	0	0
		Write-In (Miscellaneous)		1	1	0	0	0
TOWN OF MIDDLEBURG MAYOR		Ray A. Bullock		28	28	0	0	0
		Dean Dickerson		0	0	0	0	0
TOWN OF MIDDLEBURG TOWN COUNCILMAN		Write-In (Miscellaneous)		0	0	0	0	0
		Annie R. Fudge		25	25	0	0	0
		Ruth M. Nance		20	20	0	0	0
		Gary A. Plummer		21	21	0	0	0
CITY OF HENDERSON ALDERMAN AT-LARGE 3RD WARD		Write-In (Miscellaneous)		0	0	0	0	0
		Melissa Elliott		74	42	32	0	0
		Brenda Peace		87	49	37	1	0
		Melissa Elliott		37	28	9	0	0
TOWN OF KITTRELL MAYOR		Brenda Peace		6	5	1	0	0
		Jerry C. Joyner		23	23	0	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
		Susan M. Pulley		23	23	0	0	0
TOWN OF KITTRELL TOWN COMMISSIONER		Betsy W. Simpson		20	20	0	0	0
		Josh Boyd (Write-In)		14	14	0	0	0
		Write-In (Miscellaneous)		1	1	0	0	0
		Ray A. Bullock		28	28	0	0	0
TOWN OF MIDDLEBURG MAYOR		Dean Dickerson		0	0	0	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
		Annie R. Fudge		25	25	0	0	0
		Ruth M. Nance		20	20	0	0	0
TOWN OF MIDDLEBURG TOWN COUNCILMAN		Gary A. Plummer		21	21	0	0	0
		Write-In (Miscellaneous)		0	0	0	0	0
				0	0	0	0	0
				0	0	0	0	0

VANCE COUNTY

November 03, 2015 Municipal Election Results by Contest

Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
CITY OF HENDERSON ALDERMAN AT LARGE 3RD WARD	Melissa Elliott		554	344	208	2	0
	Brenda Peace		441	215	213	12	1
CITY OF HENDERSON ALDERMAN 1ST WARD	Clarence J. Dale		126	62	62	1	1
	Marion Brodie Williams		158	70	81	7	0
TOWN OF KITTRELL MAYOR	Jerry C. Joyner		23	23	0	0	0
	Write-In (Miscellaneous)		0	0	0	0	0
TOWN OF KITTRELL TOWN COMMISSIONER	Susan M. Pulley		23	23	0	0	0
	Betsy W. Simpson		20	20	0	0	0
	Josh Boyd (Write-In)		14	14	0	0	0
	Write-In (Miscellaneous)		1	1	0	0	0
TOWN OF MIDDLEBURG MAYOR	Ray A. Bullock		28	28	0	0	0
	Dean Dickerson		0	0	0	0	0
	Write-In (Miscellaneous)		0	0	0	0	0
TOWN OF MIDDLEBURG TOWN COUNCILMAN	Annie R. Fudge		25	25	0	0	0
	Ruth M. Nance		20	20	0	0	0
	Gary A. Plummer		21	21	0	0	0
	Write-In (Miscellaneous)		0	0	0	0	0

VANCE COUNTY

11/10/15 11:00 AM

Municipal Election

1 of 2

STATISTICS		0007 HENDERSON ALDERMAN AT-LG 3RD WARD				0005 HENDERSON ALDERMAN 1ST WARD C1ST				0001 KITTRELL MAYOR				0002 KITTRELL COMMISSIONER			
VOTES	REGISTRATION	ABSENTEE	PROXIMATE	PROXIMATE	PROXIMATE	ABSENTEE	PROXIMATE	PROXIMATE	PROXIMATE	ABSENTEE	PROXIMATE	PROXIMATE	PROXIMATE	ABSENTEE	PROXIMATE	PROXIMATE	PROXIMATE
2085	161	76	87	0	0	0	0	0	0	0	0	0	0	0	0	0	0
302	43	37	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
118	24	24	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0
86	28	28	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2265	261	112	127	0	22	103	198	0	0	0	0	0	0	0	0	0	0
76	5	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2033	176	91	85	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2763	332	201	121	0	0	17	10	0	0	0	0	0	0	0	0	0	0
498	49	36	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10233	1077	354	441	0	28	126	158	0	4	23	0	0	1	23	20	15	14

2 of 2

0003 MIDDLEBURG MAYOR		0004 MIDDLEBURG COUNCILMAN				
RAY A. DUNN	UNDER VOTES	ALFRED. PUGH	WILLIAM. E.	GARY A. PUGH	OVER VOTES	
28	0	0	0	21	0	17
28	0	0	0	21	0	17
TOTALS	0	0	0	21	0	17

City Council Action Form

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



Council Meeting: 23 Nov 15 Short Reg. Meeting

17 November 2015

TO: The Honorable Mayor James D. O'Geary and Members of City Council
FR: Frank Frazier, City Manager *FF*
RE: CAF: 15-85

Consideration of Approval of Resolution 15-57, Directing the Clerk for the City of Henderson, North Carolina (City) to Investigate the Sufficiency of an Annexation Petition

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 15-57, Directing the Clerk for the City of Henderson, North Carolina (City) to Investigate the Sufficiency of an Annexation Petition

Executive Summary:

Henderson Collegiate School has constructed a new facility on Old Epsom Road which is currently outside the City limits. The total amount of acreage is 38.7 and designated as lots a and b on the recombination plat for property of Henderson Collegiate, Inc., prepared by Bobbitt Surveying. Water and sanitary sewer mains were installed as part of the project and the school is currently being charged outside water and sewer rates. The school has requested to be annexed into the City. In accord with the requirements of North Carolina General Statute §160A-31, "Annexation by Petition", this resolution directs the City Clerk to investigate the sufficiency of the petition and to certify to the Council the result of the investigation.

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

Attachments:

1. Resolution 15-85
2. Survey of Area

RESOLUTION 15-57

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

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

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

WHEREAS, a petition requesting annexation, which is attached, was received by staff on 3 November 2015; *and*

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

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

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

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book 43, p ***; CAF 15-09*

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF HENDERSON
OF A NONCONTIGUOUS AREA (SATELLITE)

To the Mayor and Members of the City Council of the City of Henderson, N.C.:

The undersigned respectfully petition the City Council of the City of Henderson to annex the hereinafter described property to the City of Henderson, such annexation to be pursuant to Part 4, Article 4A, Chapter 160A of the North Carolina General Statutes (G.S.160A-58-et seq.) In support of this petition and pursuant to G.S. 160A-58-1, the undersigned do hereby respectfully submit the following information:

1. The undersigned whose names are signed to this petition own all real estate in the area described herein, with the exception of the following: Owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina; Railroad Companies; Public Utility as defined in G.S. 62-3(23); Electric Membership Corporation; and Telephone Membership Corporations.
2. The nearest point of the area described herein to the primary corporate limits of the City of Henderson is not more than three (3) miles.
3. No part of the area described herein is closer to the primary corporate limits of another city than to the primary corporate limits of the City of Henderson.
4. If any part of the area described herein is a part of a subdivision as defined in G.S. 160A-376, then all of said Subdivision is included within the area described.
5. This area proposed for annexation under this petition is described by metes and bounds as follows:

(ATTACH A METES AND BOUNDS DESCRIPTION FOR THE AREA TO BE ANNEXED)

Respectfully submitted this 3rd day of November, 20 15.

Type or Print Name of Property Owner(s)	Address and Phone Number:	Property PIN# Parcel ID#
1) <u>Henderson Collegiate</u>	<u>1071 Old Epson Rd Henderson</u>	<u>05613</u>
2) _____	_____	_____
3) _____	_____	_____
4.) _____	_____	_____
5) _____	_____	_____

Please sign and complete the requested information on the Signature page of this petition

(For City Use Only)

Date Received: 11-3-15

Total Land Mass: 38.7

ALL SIGNATURES MUST BE NOTARIZED!!!

ANNEXATION PETITION SIGNATURE PAGE – Continued –

CORPORATION:

Affix Seal:

Henderson Collegiate, Inc.
Name of Corporation (Type or Print)

By: [Signature] Executive Director
Signature and Title

Erce E Sanchez
(Type or Print Name)

Attested By: [Signature]
Signature and Title VP

Lynn T. Stone
(Type or Print Name)

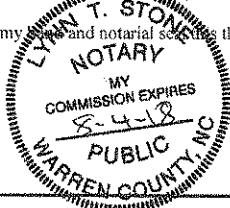
NOTARIZATION

NORTH CAROLINA

Vance COUNTY

I, the undersigned Notary Public in and for the aforesaid County and State, certify that Erce E Sanchez personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 2 day of November, 2015.



[Signature]
Notary Public

My commission expires 8-4-18

PARTNERSHIP

This is a: _____ general partnership

Name of Partnership (Type or Print)

_____ limited partnership

By: _____
Signature and Title

Attested By: _____
Witness, Signature and Title

(Type or Print Name)

(Type or Print Name)

NOTARIZATION

NORTH CAROLINA

_____ COUNTY

I, the undersigned Notary Public in and for the aforesaid County and State, certify that _____ personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the _____ day of _____, 20 _____.

Notary Public

My commission expires _____

ANNEXATION PETITION SIGNATURE PAGE

EVERY INDIVIDUAL WITH OWNERSHIP INTEREST:

Individual Owner #1:
[Signature]

Tax Parcel ID#:
05613

Print or Type Name and Address:
1071 Old Epsom Rd Henderson NC
27536

NOTARIZATION

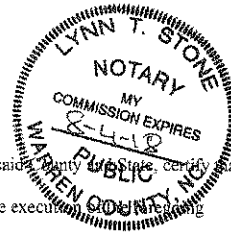
NORTH CAROLINA

Vance COUNTY

I, Lynn T. Stone the undersigned Notary Public in and for the aforesaid County and State, certify that
Eric E. Sanchez personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 2 day of November, 2015.

[Signature]
Notary Public
My commission expires 8-4-18



Individual Owner #2:

Tax Parcel ID#:

Print or Type Name and Address:

NOTARIZATION

NORTH CAROLINA

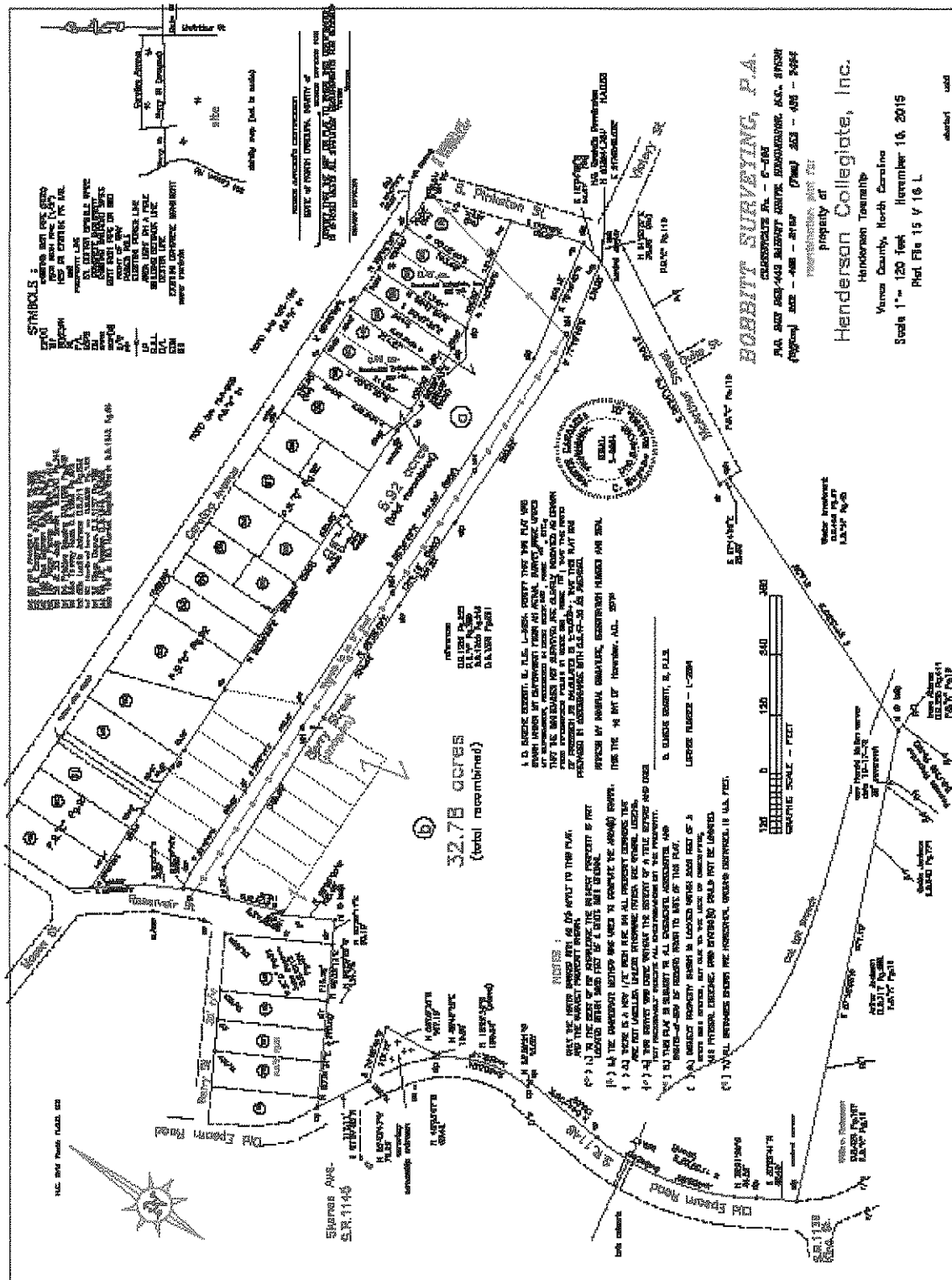
_____ COUNTY

I, the undersigned Notary Public in and for the aforesaid County and State, certify that _____
personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the _____ day of _____, 20____.

Notary Public
My commission expires _____




ALL SIGNATURES MUST BE NOTARIZED!!!



Meetings and Events Calendar

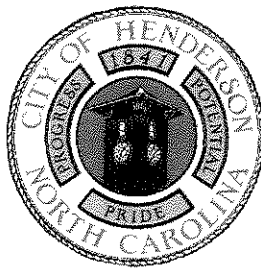
All Regular 2015 City Council Meetings Held 2nd & 4th Monday at 6:00 P.M.

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

Date	Time	Event	Location
Nov 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	Henderson Planning Board Meeting	City Council Chambers
Dec 8 th	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
Dec 10 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
Dec 14 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Dec 21 st	2:30 PM	Human Relations Commission	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	City Council Short Regular Meeting CANCELLED	CANCELLED
Jan 1 st	<i>City Hall Closed</i>		<i>City Hall Closed</i>
*Jan 4 th	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
*Jan 5 th	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
*Jan 11 th	5:00 PM	Perry Memorial Library Advisory Board Meeting	Perry Memorial Library
Jan 11 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Jan 14 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
*Jan 29 th	10:00 AM	Henderson-Vance E-911 Advisory Board Meeting	E-911 Operations Center
*Feb 1 st	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
*Feb 2 nd	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
*Feb 8 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room
Feb 8 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Feb 11 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
*Feb 15 th	2:30 PM	Human Relations Commission	City Council Chambers
*Mar 1 st	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
*Mar 7 th	3:30 PM	Henderson Planning Board Meeting	City Council Chambers

Last Updated November 9, 2015 *(Dates are tentative at this time and subject to change)

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



Council Meeting: 23 Nov 15 Work Session

16 November 2015

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

FR: Frank Frazier, City Manager *(J.F.)*

RE: CAF: 15-135

Consideration of Approval of Resolution 15-04, Approving the Submission of an Application by NRG-eVgo on the City's Behalf to the North Carolina Clean Energy Technology Center for an Electric Vehicle Quick Charge Station

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval for NRG-eVgo to submit an application to the North Carolina Clean Energy Technology Center for an electric vehicle DC fast charging station at the Operations Center at 900 S. Beckford Drive.

Executive Summary

The City of Henderson is strategically positioned between the Raleigh-Durham Area and Richmond with two converging major interstate highways (I-85 and US #1) passing through Henderson. Currently there are no electric vehicle quick charge stations located between the RDU and Richmond. Therefore a quick charge station would be a vital link in the clean transportation corridor and would draw traffic into our city as a destination/via point and produce an economic boost to businesses. While travelers are waiting for their vehicles to charge they could take the opportunity to visit restaurants and local businesses. A DC quick charge station requires a 480 volt power supply and can charge a vehicle in 30 minutes.

The NC Clean Energy Technology Center was founded in 1987 and has become one of the premier clean energy centers for knowledge in the United States. Their mission has three main thrusts; to support clean transportation, clean power/efficiency and renewable energy. The NC

CAF 15-135: 23 November 2015 Work Session

Page 1 of 4

Clean Energy Technology Center receives its funding as a direct appropriation from NC legislature along with federal, public and private donations. As an incentive program the North Carolina Clean Energy Technology Center has been issuing grants for the installation of quick charge stations. The grants typically cover 80% of the cost for a station and the criteria are based on strategic need, promotion of clean power within a community.

NRG eVgo is a corporation whose mission statement is to provide an electric vehicle ecosystem and has offered to write the grant that includes the City of Henderson. The funding agency is seeking applications that expend the maximum dollar value of the grant (approximately \$200,000). Since Henderson does not currently own an electric fleet the city would only qualify for one quick charging station, which typically costs \$50,000 per station. Henderson would not score as well as an industry that is looking to site 4 stations therefore it is in the City's best interest to team with a company like NRG in the application process. The grant covers 80% of the cost and eVgo has stated they would participate in the balance of the cost share, which would be a \$5,000 match from the City of Henderson. Henderson has the opportunity to provide "in-kind" services as part of the cost share. NRG would own and operate the quick charge station and would pay Henderson for the power consumed, so there is no cost to the city after the initial installation. NRG would collect the revenues generated from the facility and cover all the maintenance costs associated with equipment. It is anticipated that several parking spaces of the Operation Center parking lot along Beckford Drive may serve as a good location for a quick charge station.

The benefits to the City having an electric vehicle quick charge station are:

- Henderson will become a via point to I-85 and US-1 traffic,
 - The additional traffic will infuse local businesses with retail sales: dinner, snacks, shopping etc.
- This will illustrate that Henderson is a progressive City that is willing to embark on new technology and embrace clean energy.

Attachments:

1. Resolution 15-04

RESOLUTION 15-04

APPROVING THE SUBMISSION OF AN APPLICATION BY NRG-EVGO ON THE CITY'S BEHALF TO THE NORTH CAROLINA CLEAN ENERGY TECHNOLOGY CENTER FOR AN ELECTRIC VEHICLE QUICK CHARGE STATION.

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

WHEREAS, the Key Strategic Objectives are addressed by this Resolution as follows:

KSO 5: To Provide Reliable, Dependable and Environmental Compliant Infrastructure Systems; *and*

KSO 5: Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities; *and*

WHEREAS, the NC Clean Energy Technology Center that was established in 1987 is authorized to make grants to aid eligible units of government in the cost of construction of clean transportation systems; *and*

WHEREAS, the City of Henderson has identified the need along Raleigh-Durham Corridor to Richmond for electric vehicles via I-85 and US-#1; *and*

WHEREAS, the City of Henderson intends to request grant assistance for the project; *and*

WHEREAS, funding that is available is an 80% grant with a required match of 20% that can be cost shared with NRG eVgo; *and*

WHEREAS, the estimated project cost is approximately \$50,000 with the final cost estimate to be determined upon completion of the grant application, and the estimated local match would be \$5,000 which could be an "in-kind" match.

NOW THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF HENDERSON, NORTH CAROLINA THAT:

- 1) The City will arrange financing for all remaining costs of the project, if approved for a grant award.
- 2) The City will provide the queuing of electric vehicles at the Operations Center at the project completion of construction thereof.

- 3) James D. O'Geary, Mayor, and successors so titled, is hereby authorized to execute and file an application, on behalf of the City in the construction of the project described above.
- 4) James D. O'Geary, Mayor, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
- 5) The City has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

The foregoing Resolution 15-04, upon motion of Council Member _____ and seconded by Council Member _____, and having been submitted to a roll call vote received the following votes and was _____ on this the *** day of _____ 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. ****