



AGENDA

Henderson City Council Regular Meeting

Monday 11 January 2016, 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 Eddie Ellington, Presiding

Councilmember Marion B. Williams
Councilmember Sara M. Coffey
Councilmember Michael C. Inscoe
Councilmember D. Michael Rainey

Councilmember Melissa Elliott
Councilmember Garry D. Daeke
Councilmember Fearldine A. Simmons
Councilmember George M. Daye

City Officials

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION AND PLEDGE OF ALLEGIANCE

IV. OPENING REMARKS

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

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

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

V. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA

VI. APPROVAL OF MINUTES

- a) 14 December 2015 Regular Meeting and Work Session. *[See Notebook Tab 1]*

VII. PRESENTATIONS/RECOGNITIONS

- a) Citizens Aligned To Take Back Henderson
Spokesperson - Tommy Haithcock

VIII. PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

IX. NEW BUSINESS

- a) Consideration of Approval of Resolution 16-01, Authorizing the Application for a FEMA Grant by the Henderson Fire Department in the Amount of \$182,300. (CAF 16-01) *[See Notebook Tab 2]*
- Resolution 16-01
- b) Consideration of Approval of Resolution 16-02, Authorizing a Water Tower Lease Agreement with Cellco Partnership D/B/A Verizon Wireless. (CAF 16-02) *[See Notebook Tab 3]*
- Resolution 16-02

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.

- c) Consideration of Approval of Resolution 16-05, Temporarily Suspending the Leaf Collection Fee Through January 29, 2016. (CAF 16-21) [See Notebook Tab 4]
- Resolution 16-05
- d) Consideration of Approval of Resolution 16-03, 1) Issuance of Certificate of Sufficiency; and 2) Fixing Date of Public Hearing on Question of Annexation Pursuant to NC G.S. §160A-31 for Henderson Collegiate, Inc. (CAF 16-03) [See Notebook Tab 5]
- Resolution 16-03
- e) Consideration of Approval of Resolution 16-04, Authorizing the Demolition of 311 Booth Street. (CAF 16-19) [See Notebook Tab 6]
- Resolution 16-04
- f) Consideration of Approval of Resolution 16-06, Providing for the Disposition of 152 S. Bullock Street Further Identified in Vance County Register of Deeds Book #01294, Page #0808; Tax Parcel #0085 01011. (CAF 16-22) [See Notebook Tab 7]
- Resolution 16-06
- g) Consideration of Approval of Resolution 16-08, Authorizing an Application to the NC Governors Crime Commission in the Amount of \$36,109. (CAF 16-12) [See Notebook Tab 8]
- Resolution 16-08
- h) Consideration of Approval of Ordinance 16-02, Amending the Zoning Map to Rezone the Properties Located on St. Matthews Street from B2A (Highway Commercial) to R8M (Moderate to High Density Residential-HUD Code). (CAF 16-08) [See Notebook Tab 9]
- Ordinance 16-02
- i) Consideration of Approval of Resolution 16-07, Authorizing the Sale of a Parcel of City Owned Land on Southerland Mill Road in Warren County and to Advertise for Upset Bids Per North Carolina General Statute 160A-269. (CAF 16-24)[See Notebook Tab 10]
- Resolution 16-07

X. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

XI. REPORTS

- a)* Mayor/Mayor Pro-Tem (No Report)
- b)* Interim City Manager (No Report)
- c)* City Attorney (No Report)
- d)* City Clerk
 - i. Meeting and Events Calendar [*See Notebook Tab 11*]

XII. CLOSED SESSION

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

XIII. WORK SESSION

- a)* **Consideration of Approving the Submission of an Application to the Division of Environmental Quality (DEQ) for a Technical Assistance Grant. (CM 16-01)**
[See Notebook Tab 12]

XIV. ADJOURNMENT

⁴ Citizen Comment Guidelines for Non-Agenda Items

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- 6) Comments involving matters related to an on-going police investigative matter and/or the court system will not be permitted; and
- 7) Citizens should not expect specific Council action, deliberation and/or comment on subject matter brought up during the public comment section unless and until it has been scheduled as a business item on a future meeting agenda.

City Council Minutes - DRAFT
Regular Meeting
14 December 2015

PRESENT

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

ABSENT

Council Member Brenda G. Peace

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, Police Chief Marcus Barrow, Development Service Director Corey Williams, Fire Chief Steve Cordell, Recreation and Parks Director Kendrick Vann, Youth Services Director Donna Stearns, and Executive Assistant, Patricia Pearson.

CALL TO ORDER

The 14 December 2015 Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:01 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

OPENING COMMENTS

Mayor O'Geary greeted the crowd by extending a very special welcome and said it was a pleasure to see so many in attendance for this meeting.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda. City Clerk McCrackin asked for Council's approval to add on one item to New Business: Approving Additional Funding in the Amount of \$32,577 for the Sandy Creek Pump Station Project. Council Member Rainey moved to accept the Agenda as adjusted. Motion seconded by Council Member Inscoe, 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 23 November 2015 Regular Meeting minutes as presented. Motion seconded by Council Member Daye, and unanimously approved.

PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

OLD BUSINESS

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. (*Reference: CAF 15-135; Resolution 15-04*)

City Manager Frazier recapped this item that was initially presented during the November Work Session. He said application for this grant by NRG-eVgo is very competitive; however, if Henderson is approved there will be a matching grant of \$5,000 which can be met by in-kind services. Overall staff believes this to be a good, progressive action.

Council Member Inscoe asked if the City would receive any discount if it goes to electric vehicles. Mr. Frazier referred the question to Engineering Director Clark Thomas. Mr. Thomas said there would be no discount offered to the City. Mr. Inscoe then asked if the in-kind services could include providing the property for the charging station. Mr. Thomas said actual work needs to be associated with the in-kind services.

Council Member Coffey asked if this charging station will be available to the public. The response was yes with a charge.

There was a brief discussion regarding whether Council can refuse the grant if approved and the understanding from Mr. Frazier is that the grant can be refused as that is the case with all grants as they are brought back to Council for acceptance or refusal. Mr. Frazier added negotiations regarding a discount will continue.

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

Council Member Daeke moved the 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*. Motion seconded by Council Member Rainey, and APPROVED by the following vote: YES: Kearney, Coffey, Inscoe, Rainey, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: Peace. (See Resolution Book 4, p 149)

Authorizing FY15-16 Financing with Citizens Community Bank (CCB) in the Amount of \$678,967.25 for Needed Equipment. (Reference: CAF 15-1118; Resolution 15-03)

City Manager Frazier explained Council approved the purchase of this equipment in the FY15-16 adopted budget. The projected budgeted amount was \$777,300. The items to be purchased are as follows: Dodge Caravan for the Fire Department; Service Truck and Compressor (replacing 1991 F250) for the Garage; Leaf Machine (Replacing 1995 Leaf Machine) and Garbage Truck (Replacing 1997 Garbage Truck – Unit 317) for Sanitation; Ford F-250 (Replacing Unit 616 – out of service) for the Recreation & Parks Department. Also a One Ton Truck – Reg Cab for the HWRF; a Service Truck and Portion of Jet Vac Truck (sharing cost with Water) for Sewer Collection I&I. The total anticipated cost is \$678,968. Due to the savings of \$98,331, the Ford Transit Cargo Van requested by the HWRF by not approved in the FY15-16 budget has been added to the items to be purchased. Quotes for financing this equipment were obtained from three financial institutions with Citizens Community Bank offering the lowest interest rate of 2.45%

There was a short discussion regarding the appropriation of these funds from the Water/Sewer and General Fund and whether the unused portion would go back into the General Fund. Mr. Frazier said without a Finance Director to fully answer this question. There is no direct savings of that amount for one fiscal year but that the savings would be in reduced payments over the five year period. The confusing part is that the revenue is in the loan amount and shown in the full amount; however, the General Fund payments were delayed until after FY17.

With no further discussion, Mayor O'Geary called for the pleasure of Council.

Council Member Rainey moved the approval of Resolution 15-03, *Authorizing FY15-16 Financing with Citizens Community Bank (CCB) in the Amount of \$678,967.25 for Needed Equipment*. Motion seconded by Council Member Daeke, and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Daeke, Simmons, Daye and Kearney. NO: None. ABSTAIN: None. ABSENT: Peace. (See Resolution Book 4, p 145)

REORGANIZATION OF COUNCIL

Presentations to and Remarks by Outgoing Council Members

Mayor O'Geary read a letter from Council Member Peace which is incorporated by reference and hereby made a part of these minutes.

City Manager Frazier then asked Council Member Kearney to step forward at which time he read a Proclamation which is incorporated by reference and hereby made a part of these minutes. Mr. Frazier thanked Mr. Kearney for his service on the Council but also on the EDC Committee, the Human Relations Committee and then presented Mr. Kearney a key to the City.

Council Member Kearney said it has been a distinct pleasure to serve the citizens of Ward 1 and throughout the City of Henderson. He said the lively and congenial discussions with his colleagues have been professional with a spirit of cooperation to better the City. He then addressed the incoming Mayor and Council by saying they should remember they are here to serve the citizens and should not look for individual fame or glory, or focus on any special interest. He asked them to rule with their head and lead with their heart.

Mr. Frazier then asked Mayor Pro-Tem Rainey to make a presentation.

Mayor Pro-Tem Rainey asked the Mayor to come forward and said it is his pleasure to announce the new conference room will be named the O'Geary Conference Room in honor of James D. "Pete" O'Geary who is now completing over 20 years of public service to the City of Henderson. A plaque designating such will be hung at the door of the conference room.

Mr. Frazier next asked Senator Angela Bryant to make another presentation to Mayor O'Geary.

Senator Bryant presented the Mayor with the Long Leaf Pine, which is the highest honor a public service can receive from the Governor.

Mayor O'Geary was overwhelmed with these two honors. He then took a moment to thank Senator Bryant for her hard work on behalf of the City. The Mayor then did a public address regarding the City's accomplishments since 2007 when he became Mayor and the highlights are incorporated by reference and hereby made a part of these minutes. He summarized his time with the City by saying he could not have asked for a better council to work with; he expressed his pleasure with promoting Mr. Frank Frazier to the City Manager position and also recognized Executive Assistant Patricia Pearson and City Clerk McCrackin for their wonderful support.

Swearing in of New Council Members

At this time Judge Banks was asked to begin the swearing in portion of this meeting.

Judge Banks said it is a special honor to officiate this ceremony. He congratulated Mayor O'Geary on a fine job and said he should be proud of his accomplishment. He said Council Member Kearney has been instrumental in decisions made by Council. Judge Banks went on to encourage the new Council members to work together to make the best decisions possible.

He then swore in returning Council Members George M. Daye and D. Michael Rainey. Next he swore in new Council Members Melissa Elliott and Marion Brodie Williams. Lastly, he swore

in Mayor Eddie Ellington. Each individual had family and/or friends stand with them as they took their Oath of Office.

RECESS

Council now recessed for approximately 20 minutes so family, friends and citizens could greet the outgoing and incoming Council.

NEW BUSINESS

As his first official action, Mayor Ellington called the Recessed meeting to order and asked the City Clerk to call the roll. He then asked his pastor, Rev. Roy DeBrand to say a few words and then lead in a dedicatory prayer.

Appointment of Mayor Pro Tempore

Mayor Ellington called for nominations for the appointment of Mayor Pro Tempore. Council Member Daye nominated Council Member D. Michael Rainey. Council Member Daeke seconded the nomination and the nomination was APPROVED by the following vote: YES: Williams, Coffey, Inscoe, Rainey, Elliott, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: None.

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

City Clerk McCrackin said the appointment of these three position can be taken all at one time or individually. Council Member Inscoe moved for the appointment of Frank Frazier as City Manager, D. Rix Edwards as City Attorney and Esther J. McCrackin as City Clerk. Motion was seconded by Council Member Rainey and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Elliott, Daeke, Simmons, Daye and Williams. NO: None. ABSTAIN: None. ABSENT: None.

Converting Loading Zone to Two Hour Parking Spaces on Winder Street. (Reference: CAF 15—136; Ordinance 15-20)

City Manager Frazier explained a business owner has requested an existing loading zone on Winder Street be converted to two two-hour parking spaces. The loading zone has not been used for quite some time and after review by various City departments, no problems have been identified for this change. One additional space will be taken out of service so a fire truck or other large vehicle can make a right hand turn.

Council Member Rainey asked what portion of the Winder Street will be affected. Mr. Frazier said Garnett to William's street only.

Council Member Williams asked for verification that part of the space will be set aside for fire protection. Mr. Frazier said that is correct. Striping changes by Public Services will take care of this.

There were no further questions. Mayor Ellington called for the pleasure of Council.

Council Member Coffey moved the approval of Ordinance 15-20, *Converting Loading Zone to Two Hour Parking Spaces on Winder Street*. Motion seconded by Council Member Daye, and APPROVED by the following vote: YES: Inscoe, Rainey, Elliott, Daeke, Simmons, Daye, Williams and Coffey. NO: None. ABSTAIN: None. ABSENT: None. (See *Ordinance Book 9, p 233*)

Providing for the Disposition of Two Jointly Held Properties by the City and County Identified as: 1) 715 Chestnut Street, Further Identified in Vance County Register of Deeds Book #01287 Page #0856; Tax Parcel #0075-01 010 and 2) 60 Foot Lot on Cherry Street, Behind 661 Charles Street Further Identified in Vance County Register of Deeds Book #01271 Page #0931; Tax Parcel #0073 01 016 to Vance County to Assist in the Sale of 661 Charles Street Owned Solely by the County. (Reference: *CAF 15-137; Resolution 15-27*)

City Manager Frazier explained the County has received an offer to purchase two properties and has asked the City to release its ownership. The assessed value of the property on Chestnut Street is currently \$3,175 and prior to tax foreclosure, the unpaid City taxes totaled \$353. The 60 foot lot on Cherry Street is located directly behind 661 Charles Street and is jointly owned by the City and County. The County has asked the City to relinquish its portion of this lot at the request of the buyer of Charles Street. No shared funds will be forthcoming from the 60 foot lot; however, the proceeds of the sale of 715 Chestnut street will be shared on a pro-rata basis.

Council Member Daeke asked about liens on the 60 foot property. Mr. Frazier said there are none known.

With no further discussion, Mayor Ellington called for the pleasure of Council.

Council Member Inscoe moved the approval of Resolution 15-27, *Providing for the Disposition of Two Jointly Held Properties by the City and County Identified as: 1) 715 Chestnut Street, Further Identified in Vance County Register of Deeds Book #01287 Page #0856; Tax Parcel #0075-01 010 and 2) 60 Foot Lot on Cherry Street, Behind 661 Charles Street Further Identified in Vance County Register of Deeds Book #01271 Page #0931; Tax Parcel #0073 01 016 to Vance County to Assist in the Sale of 661 Charles Street Owned Solely by the County*. Motion seconded by Council Member Daeke, and APPROVED by the following vote: YES: Rainey, Elliott, Daeke, Simmons, Daye, Williams Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: None. (See *Resolution Book 4, p 195*)

Appointments to the Planning Board and the Henderson-Vance Recreation and Parks Commission. (Reference: CAF 15-138; Resolution 15-88)

City Manager Frazier said the Boards and Commissions Committee met last week and asked the Chair of that Committee, Garry Daeke to elaborate. Council Member Daeke said the Commission met to consider application for vacant positions and it is recommended that Mr. Keith Coffey move from an Alternate to a Full Member of the Planning Board; that Mr. Tom Englehart become an Alternate on the Planning Board and that Mr. Blakeley Bates be appointed to the Recreation and Parks Commission. Mr. Daeke explained to the citizens that Council has several committees that provide input to Council that have vacancies. Council appreciates the volunteer services of the citizens and said if anyone has an interest in serving to check out the City's web page or call the City Clerk.

Council Member Rainey mentioned the need for ETJ members on the Planning Board.

There were no further comments. Mayor Ellington asked for Council's pleasure.

Council Member Rainey moved the approval of Resolution 15-88, *Appointments to the Planning Board and the Henderson-Vance Recreation and Parks Commission*. Motion seconded by Council Member Williams, and APPROVED by the following vote: YES: Elliott, Daeke, Simmons, Daye, Williams, Coffey, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: None. (See Resolution Book 4, p 317)

Approving Additional Funding in the Amount of \$32,577 for the Sandy Creek Pump Station Project. (Reference: CAF 15-70-A; Resolution 15-12-A)

City Manager Frazier provided some background information on the project by saying this renovation is a \$1.8M project with \$900,000 in principle forgiveness and the other \$900,000 at 0% interest. Following a meeting last week with the contractor, additional work has been deemed necessary regarding concrete work and soil remediation.

Council Member Inscoe asked if this work was foreseen. Mr. Frazier responded no. Mr. Inscoe expressed his concern regarding the \$11,000 fee associated with engineering work and inspections. Since the City has an engineer and inspector on staff, he thought these inspections could be done in-house.

Council Member Coffey wondered if there was leakage from the tank. Mr. Frazier responded some leakage may have occurred as a result of the tank but it could also have been through normal filling of the tank.

There was a short discussion and then Mayor Ellington called for the pleasure of Council.

Council Member Inscoe moved the approval of the concrete work and soil remediation but not the Associated Engineering Work costs. Motion was seconded by Council Member Rainey and APPROVED by the following vote: YES: Daeke, Simmons, Daye, Williams, Coffey, Inscoe, Rainey and Elliott. NO: None. ABSTAIN: None. ABSENT: None. (*See Resolution book 4, p 165-A*)

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 – Council Member Rainey thanked his peers for their confidence in him to once again serve as Mayor Pro-Tem. He wished everyone a Happy Holiday.

City Manager – Mr. Frazier had four items:

1. An offer to purchase City owned property was received and considered by the Land Planning Committee. It was agreed the offer was lower than acceptable as the Committee felt \$1,000 per acre was appropriate. The buyer has been contacted with the option to re-bid on the property or withdraw the bid. An update will be provided as appropriate.
2. Although no action is required at this time, Mr. Frazier distributed a chart of jointly owned property. He said a master plan is being compiled and perhaps will be an item of discussion at the Strategic Retreat. The Retreat is planned for January 27 and 28, 2016.
3. Negotiations continue regarding the Verizon Cell Tower lease. Council Member Rainey asked about expected revenue. Mr. Frazier said approximately \$27,000 per year with a signing bonus and a 2.5% increase yearly.
4. City Hall will be closed for the Christmas Holiday December 23, 24 and 25 along with New Year's Day, January 1.

City Attorney (No Report)

City Clerk – Ms. McCrackin said she is looking forward to continuing to work with Council and wished everyone a Merry Christmas.

With no further discussion, Mayor Ellington asked if Council was prepared to adjourn.

ADJOURNMENT

Council Member Coffey moved for adjournment. Motion seconded by Council Member Rainey, and unanimously approved. The meeting adjourned at 7:52 p.m.

Eddie Ellington
Mayor

ATTEST:

Esther J. McCrackin, City Clerk

DRAFT

To: Mayor and Mayor-elect, Incumbent and New City Councilpersons, and Citizens

From: Brenda Peace

Dear Friends,

As much as I wanted to be present for my last meeting as a City Councilperson, I will not be there due to prior obligations. For the last ten years, the three church partnership, who consist of: First Baptist, Shiloh Baptist, and Greater Little Zion Churches have been serving 200 Flint Hill Community families and surrounding areas with Christmas Turkey Food boxes, and that is the occasion this evening. I felt it my obligation as the pastor to be present to greet and serve the community in this annual event.

With that being said, I would first like to welcome the newcomers: Ms. Marion Brodie-Williams and Ms. Melissa Elliott, and Mr. Eddie Ellington to the council. Ms. Elliott please feel the hearty handshake and warm embrace that I would have shared with you as we exchange seats and once again I congratulate you in your victory in the Ward 3 at large seat. Ms. Brodie-Williams, I know that you will be an asset to the Council and they are blessed to have you to fill the big shoes of Mr. Jim Kearney. I will say the same thing for our new mayor, Mr. Eddie Ellington, but I know that you will do well as the leader of this great city.

To the incumbents: It has been a pleasure working with you and I have learned so much from you all. Each of you have your own unique flavor that you bring to the table which makes for a very good recipe. Continue to use your gifts to help make our beautiful city a better place.

Mayor Pete O'Geary, You are the epitome of a "Good Mayor" and not once do I regret supporting you and working with you. It has been such a blessing to work with you and I pray God's richest blessings for you and your beautiful wife, "Amazing Grace".

And lastly, to the Citizens of Henderson: For eight years, you entrusted the Ward 3 at large seat to me, and I say Thank you for the confidence that you had for someone who was so "green" as I was in politics. The experience has enhanced me and broadened my horizons and I am grateful for that. I am going to stop here because this could easily become the first chapter in my book; so I pray that God blesses each of you and I wish you well as the Leaders of our Great City.

MERRY CHRISTMAS AND HAPPY 2016

With all Sincerity,

Brenda Peace

HIGHLIGHTS OF MAYOR/CITY COUNCIL

- SALE OF CITY HALL FACILITY AT 180 BECKFORD DRIVE AND RELOCATION OF CITY HALL BACK TO DOWNTOWN AREA, LOCATED AT 134 ROSE AVENUE.
- RENOVATED THE BUILDING THAT WAS THE FORMER LIBRARY.
- COMPLETED MAJOR SANITARY SEWER REHABILITATION PROJECT.
- DESIGN WAS COMPLETED AND HENDERSON WATER RECLAMATION FACILITY UPGRADE BEGAN. CONSTRUCTION IS NEARING COMPLETION ON THE \$17.0 + MILLION DOLLAR PROJECT.
- FUND BALANCE HAS RISEN TO APPROXIMATELY 28% OF TOTAL GENERAL FUND EXPENDITURES AS OF JUNE 2014.
- COMPLETED REPLACEMENT OF OVER 5.0 MILES OF 2" OR SMALLER WATER MAINS AT A COST OF OVER \$1.7 MILLION DOLLARS.
- RECEIVED THE INTER-BASIN TRANSFER CERTIFICATE FOR THE REGIONAL WATER SYSTEM AND ITS PARTNERS.
- THE CHAVASSE AVENUE WIDEING PROJECT WAS COMPLETED BY NCDOT.
- PRIVATIZATION OF SANITATION SERVICES AND CONVERSION TO CURBSIDE SERVICE.
- COLLABORATION WITH VANCE COUNTY IN THE SELLING OF WATER AND ALSO REDUCING FUNDING FOR VARIOUS JOINT PROGRAMS IN WHICH THE COUNTY IS ASSUMING MORE OF THE COST.
- SEVERAL RECREATION PROGRAMS SAW PROMINENCE, PARTICULARLY THE SOFTBALL WORLD SERIES TITLES.
- SANDY CREEK PUMP STATION PROJECT IS NEARING COMPLETION.



PROCLAMATION
honoring
JAMES C. KEARNEY, SR.

WHEREAS, the City of Henderson is always appreciative of those who choose to serve for the betterment of the City; and


WHEREAS, James C. Kearney, Sr. was appointed as Ward 1 Council Member on March 28, 2011; and

WHEREAS, during his term James C. Kearney, Sr., rendered valuable services to the City of Henderson and the citizens thereof; and

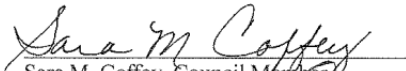
WHEREAS, it is fitting that the City of Henderson shows its appreciation when one has rendered such valuable services.

NOW THEREFORE, be it hereby proclaimed by the Mayor and Council Members of the City of Henderson that James C. Kearney, Sr., is hereby acknowledged as having been a faithful public servant of the City of Henderson and publicly expresses deep appreciation for his service on behalf of the citizens of the City of Henderson.

Proclaimed this the 14th day of December 2015


D. Michael Rainey, Mayor Pro-Tem


Michael C. Inscoe, Council Member

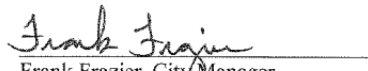

Sara M. Coffey, Council Member

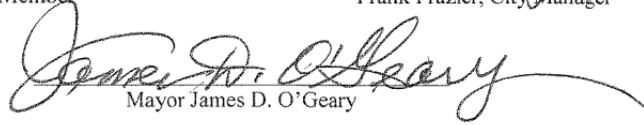

Brenda Peace, Council Member


Garry D. Daeke, Council Member


Pearlaine A. Simmons, Council Member


George M. Daye, Council Member


Frank Frazier, City Manager


Mayor James D. O'Geary



PROCLAMATION
honoring
BRENDA PEACE

WHEREAS, the City of Henderson is always appreciative of those who choose to serve for the betterment of the City; and


WHEREAS, Brenda Peace was elected as Ward 3 At-Large Council Member in 2007; and

WHEREAS, during her term Brenda Peace rendered valuable services to the City of Henderson and the citizens thereof; and

WHEREAS, it is fitting that the City of Henderson shows its appreciation when one has rendered such valuable services.

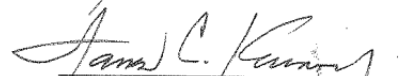
NOW THEREFORE, be it hereby proclaimed by the Mayor and Council Members of the City of Henderson that Brenda Peace is hereby acknowledged as having been a faithful public servant of the City of Henderson and publicly expresses deep appreciation for her service on behalf of the citizens of the City of Henderson.

Proclaimed this the 14th day of December 2015


D. Michael Rainey, Mayor Pro-Tem



Michael C. Inseose, Council Member


Sara M. Coffey, Council Member


James C. Kearney, Sr., Council Member


Garry D. Daack, Council Member


Fearldine A. Simmons, Council Member


George M. Daye, Council Member


Frank Frazier, City Manager


Mayor James D. O'Geary

City Council Action Form

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



Council Meeting: 11 January 2016

4 January 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council
FR: Frank Frazier., City Manager
RE: **CAF: 16-01, Consideration of Approval of Resolution 16-01, Authorizing the Application for a FEMA Grant by the Henderson Fire Department in the Amount of \$182,300.**

Ladies and Gentlemen:

Council Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 16-01 Authorizing the Application of a FEMA Grant by the Henderson Fire Department in the Amount of \$ 182,300.

Executive Summary

The Fire Department respectfully requests your approval to apply for a FEMA Grant in the amount of \$182,300.00 with a City match of 5% in the amount of \$8,680. This grant will enable the Fire Department to purchase the following items:

1. A Mini Unicus Air Compressor / Cascade system, with remote fill station to replace an Eagle model Air Compressor 5000 that is now twenty six (26) years old - \$45,000
2. An upgrade to the air system on Rescue One - \$12,300
3. Fifteen (15) Self Contained Breathing Apparatus (SCBA) that need to be replaced due to the fact that the life expectancy dates of the SCBA's are approaching- \$112,500
4. Five (5) Positive Pressure Ventilation Fans - \$12,500

Notification of Grant award will be given by December 2016. If awarded, there is a time line of twelve months from the date of notification to submit a request for reimbursement.

If approved, funding for the local match will be included in the FY 16-17 Fire Department budget request.

Attachments:

1. Resolution 16-01

CAF 16-01: 11 January 2016 Council Meeting

Page 1 of 14

**RESOLUTION
16-01**

**AUTHORIZING THE APPLICATION OF A FEMA GRANT BY THE HENDERSON
FIRE DEPARTMENT IN THE AMOUNT OF \$ 182,300**

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

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

WHEREAS, this grant application is to request \$182,300 in Federal funds to provide for the purchase of the following items:

- | | |
|--|-----------|
| 1. Mini Unicus Air Compressor / Cascade system, with remote fill station | \$ 45,000 |
| 2. Upgrade to the air system on Rescue One | \$ 12,300 |
| 3. Fifteen (15) Self Contained Breathing Apparatus (SCBA) | \$112,500 |
| 4. Five (5) Positive Pressure Ventilation Fans | \$ 12,500 |

WHEREAS, there is a required 5% match by the City of Henderson in the amount of \$8,680 which will be included in the Fire Department FY 16-17 budget request.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHORIZE the City Manager to file the grant application, (*partial application as Attachment A*) to FEMA as outlined above.

The foregoing Resolution 16-01, introduced by Council Member _____ and seconded by Council Member _____ on this the 11th day of January 2016, and having been submitted to a roll call vote, was ***** by the following votes: YES: NO: ABSENT: ABSTAIN.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

Fire Department Call Volume

2014 2013 2012

* **Summary** of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Fire - NFIRS Series 100	126	126	132
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	7	12	4
Rescue & Emergency Medical Service Incident - NFIRS Series 300	1760	1772	1779
Hazardous Condition (No Fire) - NFIRS Series 400	95	99	77
Service Call - NFIRS Series 500	136	94	123
Good Intent Call - NFIRS Series 600	177	168	186
False Alarm & False Call - NFIRS Series 700	144	126	149
Severe Weather & Natural Disaster - NFIRS Series 800	2	1	0
Special Incident Type - NFIRS Series 900	2	0	0

FIRES

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)	52	58	54
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)	13	27	27
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)	18	13	14
What is the total acreage of all vegetation fires?	1	1	1

RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)	127	121	111
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)	2	1	2
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)	1	1	1
How many EMS-BLS Response Calls	1630	1647	1665
How many EMS-ALS Response Calls	0	0	0
How many EMS-BLS Scheduled Transports	0	0	0
How many EMS-ALS Scheduled Transports	0	0	0
How many Community Paramedic Response Calls	0	0	0

MUTUAL AND AUTOMATIC AID

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

How many times did your organization receive Mutual Aid?	0	3	2
How many times did your organization receive Automatic Aid?	41	41	34
	6	6	2

<https://eservices.fema.gov/FemaFireGrant/firegrant/jsp/fire2015/application/response.jsp?sy...> 1/5/2016

337

How many times did your organization provide Mutual Aid?			
How many times did your organization provide Automatic Aid?	35	35	20
Of the Mutual and Automatic Aid responses, how many were structure fires?	13	23	11

338

<https://eservices.fema.gov/FemaFireGrant/firegrant/jsp/fire2015/application/response.jsp?sy...> 1/5/2016

Request Details

The activities for program **Operations and Safety** are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding	Action
Equipment	2	\$ 69,800	\$ 0	View Details View Additional Funding Narratives
Modify Facilities	0	\$ 0	\$ 0	View Details
Personal Protective Equipment	1	\$ 112,500	\$ 0	View Details View Additional Funding Narratives
Training	0	\$ 0	\$ 0	View Details
Wellness and Fitness Programs	0	\$ 0	\$ 0	View Details
Grant-writing fee associated with the preparation of this request.			\$0	

<https://eservices.fema.gov/FemaFireGrant/firegrant/jsp/fire2015/application/requestdetails/a...> 1/5/2016

FEMA GRANT 2016 NARRATIVE INFORMATION

Please describe the critical infrastructure below:

The City of Henderson protects 8.5 square miles of territory. Included in this area are such critical infrastructure items such as Maria Parham Center, sections of I-85 which support interstate commerce running through the area, Kerr Lake Regional Water Distribution System and Duke Energy Progress power distribution systems. Our coverage area also includes target hazards such as educational and institutional facilities and a growing number of multifamily dwellings, and assisted living facilities. This variety of structures and assemblies require a great deal planning and preparedness to safely and effectively mitigate life safety hazards.

Much of the areas surrounding Henderson, in Vance, Granville, and Warren, and Franklin Counties rely heavily on Maria Parham Medical Center for complete medical care. Maria Parham has the region's largest and most comprehensive Emergency Department staffed by Board Certified emergency physicians. This hospital lies in the first due response area for the City of Henderson.

City of Henderson provides hazard protection on Interstate I-85 within the city limits, and mutual aid in surrounding areas in the county if necessary. Interstate 85 connects areas of the southeast US and provides travel for an average 58,000 vehicles a day. It is a heavily traveled commerce rout from areas north of the triangle to the Deep South.

Kerr Lake Regional Water System supplies the four county areas with an average 10 million gallons per day. The city of Henderson assists in maintaining a distribution system for over 15 thousand residents, and supplies the surrounding areas water through its distribution system.

Duke Energy progress has a substation inside Henderson Fire Departments response district. It is one of the main power distribution grids for the portion of Vance County that the city lies within.

The target hazards that lie within our city include 19 multi-story buildings 3 stories or more, and a total of 31 structures that require a fire flow of over 4000 gallons per minute to safely mitigate fire hazards. These hazards were recognized by our department through pre-fire planning, and our development of our hazard mitigation plan. Our resources would be greatly overextended to consider a single agency response and mitigation. Automatic and mutual aid departments would be heavily involved in protection of these areas. The requested funds would allow our department to provide equipment to be available for all responders, and establish an increased level of safety and security during mitigation of any life safety hazard in these areas.

Currently, 97% are certified at the Firefighter I level and 95% have a certification of Firefighter II. We provide the opportunity for no less than 240 training hours each year for our full-time members and require a minimum participation of 36 hours from our part-time members to remain active.

Training at the Henderson Fire Department is accomplished in a variety of ways. Members receive training through structured in-house company sessions, and certification and customized courses offered by the state's community colleges. Our members receive an average of 170 hours of instruction each month to our full-time members.

Our members receive instruction on departmental policies and procedures during shift / company training sessions. A certified instructor, who is at least at the rank of company officer or above, facilitates daily training about new and existing policy and procedures.

In North Carolina, there is a strong partnership between the 58 community colleges and the fire service. The colleges are a major delivery agency for dozens of certification programs that are accredited by the International Fire Service Accreditation Congress (IFSAC) and the Fire Service Professional Qualification System (ProBoard). Areas of certification include, but are not limited to, areas such as Firefighter I & II, Pump Operator, Aerial Apparatus Operator, Vehicle Machinery Rescue, Emergency Vehicle Driver and Fire Officer Certification. These programs ensure that our members receive training and certifications that are based on national recognized standards like those of the National Fire Protection Association (NFPA). Customized training programs are another benefit of the relationship we have with the community college system. Specialized courses designed by instructors are also offered to our members. These courses often cover topics that are not typically found in current programs. This enables our personnel to stay on the leading edge of emerging issues affecting our profession.

In conclusion, we find that a multi-pronged approach to training is the best fit for our organization. Formal classroom instruction, company training sessions along with on the job experiences create the best way to build solid professionals that work together as a unit to accomplish the mission of the Henderson Fire Department

The Henderson Fire Department is located in Vance County North Carolina and serves the Henderson city limits (8.5 square miles) with a population of 15,300 and provides automatic mutual aid for an additional 200 square miles home to a population of 45,400 residents. The Henderson Fire Department is made up of 34 full-time firefighters and ten (10) part-time firefighters. We operate out of 2 stations housing 4 Engines (23 seats), 1 Aerial (6 positions), 1 Rescue vehicle (5 seats), and 3 command vehicles (3 seats).

Our primary response area includes Henderson's Central Business Historic District, which was placed on the National Register of Historic Places in 1987. The district contains 128 structures, 97 of which are contributing structures. Since becoming recognized as a North Carolina Main Street City in 1986, Henderson has experienced unprecedented preservation and revitalization efforts bringing new life to our town in the form of new residential and business space. More than \$38 million in private and public funding has been invested in 60 building renovations netting 64 new businesses. Recent projects include a Cultural Center hosting a 35,000 sq. ft. Performing Arts Theater, 40,000 sq. ft. State of the Art Public Library and 5,000 sq. ft. of open gallery space. Additionally, the City of Henderson has received two \$1,000,000 grants from HUD, HOPE VI Main Street program to add 30 apartments above storefront buildings on the main street in downtown intended for senior residents.

The revitalization effort our city has experienced has been a direct result of private donations and public grant funding and not a result of an increasing operating budget. New businesses and residents create increased risk exposure and greater emergency liability that our department is struggling to keep pace with. A major incident among the central business and historic district has the potential for catastrophic loss of life and devastating impact to the local economy.

New home construction throughout the city has been largely in the form of Multi-family dwellings. These apartment complexes have increased the population density in some areas, while creating vacant and/or abandoned single-family dwellings in other areas. Both conditions have increased the potential for fire and medical responder calls in our city. In the areas where there are vacant houses, there are occupied dwellings interposed in these neighborhoods increasing the fire potential created by unauthorized habitation, and potentially threatening legitimate residences.

Many experts agree that our country is beginning to experience an economic upswing, even though it is sluggish at best. Large communities have been the primary beneficiaries of this muted success. Quality of life issues are among the reasons that business and industry look to these communities. Recruiting quality employees is facilitated by locating in communities where people want to live. Good schools, diverse

entertainment and cultural opportunities along with a well maintained civil infrastructure attracts the best talent that employer's desire. It is unfortunate that just an hour north of one of the most prosperous areas in NC sits a community that has seen its recovery less vibrant. The city of Henderson has not seen any significant industries locate here since the loss of the textile jobs that disappeared over the last decade or so. Personal income has plummeted and many hard working people have struggled to find employment. Those that have found jobs are now under-employed and/or working reduced hours for minimum wage. These conditions have transformed the socioeconomic landscape in Henderson and Vance County. This economic depression has severely affected tax revenues and forced the city departments to operate on inadequate budgets. The quality of life issues that a city should address have become increasingly difficult to fund. The fire department budget has not been immune to this crisis. The 2012-2013 fire department budget request of 3.6 million dollars, was cut by 1.45 million. This left only \$390,000 dollars for operating expenses (excluding personnel cost). The city struggles with financing the same level of fire protection that was considered adequate when the town was much smaller in the last century. The need for fire protection has increased over the years because of the economic downturn. Public safety suffers during poor economic times and the need for intervention only increases. Fortunately for the citizens of Henderson, the Fire Department has done more with less over the past few years by implementing home inspections, public education and company code enforcement in its community. These efforts have been successful in spite of its minimal funding. The unfortunate truth is that no matter how strong your fire prevention efforts are, there will always be the need for the suppression side of our service. This is the more expensive side that has received less financial support from the city's budget. Suppression efforts require that we have well trained and properly equipped firefighters. Compliant personal protective clothing and self-contained breathing apparatus (SCBA) make the job of the firefighter possible. Without this ensemble, firefighting techniques would be relegated back to those of a much earlier time. The city of Henderson continues to be a leader in the number of working fires experienced in a municipality of its size and has the current need to replace many of its SCBA. The city continues to use SCBA that are not compliant with the current NFPA standards. The time is growing short before we would expect that our SCBA will begin to fail and in doing so cause the worst of all tragedies, a firefighter death or disability. Our budget has allowed for maintenance and repair of these apparatus, but no maintenance budget can bring an existing SCBA up to current compliance standards. By investing in new SCBA, we should be able to ensure that our firefighters can continue to perform their jobs with the confidence that their safety is being treated as a high priority.

**** Question #2: Will this grant benefit more than one organization?***

There are currently two compressors in Vance County. Cokesbury Volunteer Fire Department has a stationary compressor that is over 40 years old. The other compressor is a stationary unit housed in station 2 of the Henderson Fire Department that is 26 years old. The compressor at the Henderson Fire Department is the only compressor in Vance County that can supply reliable and safe air for the paid (2) and volunteer (8) departments serving the county. These numbers do not account for the private/industrial/government entities that rely on Henderson for their breathing air needs.

Fire Operations and Firefighter Safety Request Details

Below is a list of items included in your application. Click the *Add Fire Department/Fire District Equipment* button to add an item to be funded. You may update or delete the list by clicking the appropriate link under the *Action* column. Once you are done, press the *Return to Summary* button below.

Fire Department/Fire District Equipment

Item	Number of units	Cost per unit	Total Cost	Action
Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA	1	\$ 57,300	\$ 57,300	Update Delete
Electric/Gas Powered Saws/Tools	5	\$ 2,500	\$ 12,500	Update Delete

[Return to Summary](#)

[Add Fire Department/Fire District Equipment](#)

<https://eservices.fema.gov/FemaFireGrant/firegrant/jsp/fire2015/application/requestdetails/a...> 1/5/2016

FIREFIGHTING EQUIPMENT NARRATIVE

Section 1: Project Description:

Compressor:

The compressor owned by the Henderson Fire Department (HFD) used to service the SCBA is 26 years old. It is a fixed unit suited for maintaining a cascade system that services 2216 bottles. The HFD uses a cascade system mounted in a rescue truck that services SCBA both on the fire ground and in station 1 (the compressor is located in station 2). The entire PPE/Equipment grant revolves around the replacement of the compressor and the cascade system. In going forward, the HFD wants to begin upgrading all of its SCBA to 4500 bottles. This cannot happen without first starting with a compressor and cascade system that is suitable for servicing this initiative. The compressor will be a fixed unit as described henceforth. A 13 CFM compressor, 6000 PSI, 10 hp electric motor with an auto condensate drain, gauges, electric moisture monitor and CO monitor. It will have a two position containment fill station with gauges, adjustable regulator and isolation valve, all meeting NFPA requirements. Included are two 6000 psi UN Storage cylinders and a 75' spring rewind hose reel for remote filling of cascade systems with a 6000 psi adaptor. The price will include delivery and installation. The cost of this system will be approximately \$45,000. The cascade system on the rescue truck can be upgraded to include 6 new 6000 psi UN cylinders and appropriate fittings with labor for \$12,300. The total cost of the new compressor and cascade system upgrade will be \$57,300. This price includes delivery, all equipment, parts and labor required to install them.

The Henderson fire department is currently using gasoline powered positive pressure units. We have a total of five units, all 1990 models and one has a blown engine. Due to the cost it would not be feasible to place a new engine on a 26 year old fan .

PPV Fan:

Ventilation is an effective procedure and tool with correct and dependable equipment. Our positive pressure fans have been well maintained and have provided the Henderson fire Department and the citizens of our community many years with good service. However, due to the age of our equipment, we are constantly having issues with fans needing to be removed from the engine for repairs. It is a constant battle. The Henderson fire department needs to replace this equipment with a newer more reliable unit.

Gasoline powered engines will not run in heavy smoke filled environments, and when positive pressure fans are used in conjunction with fire attacks, we have found that electrical powered fans perform better.

The Henderson Fire Department would like to replace the positive pressure fans we currently have with electric PPV fans with variable speeds. We are requesting a total of five (5) fans to be replaced at a cost of \$2,500.00 each for a total price of \$12,500.00. If awarded we will be able to replace the fans that we currently have on our four (4)Engines, and allow us to replace the positive pressure that was placed out of service due to a blown engine.

Section #2 Cost/Benefit:

Compressor:

Currently the Henderson Fire Department (HFD) has thirty six (36) SCBA units. Twenty three (23) of them meet only the 2002 standard or older. We have 28 seated positions and currently need a balance of 15 SCBA to bring our seated positions up to the current or previous standard. As mentioned in the PPE description, we want to eventually convert all of our SCBA to the 4500 bottles, but without a suitable compressor we will be spending funds on 2216 SCBA instead. Given the age of our compressor, we have reached a point in time where we need to make the transition. Rather than spending funds on new 2216 SCBA it would be more feasible to begin purchasing SCBA that meet the department's goal. The presence of a new compressor capable of servicing SCBA with 4500 psi bottles in our county will be beneficial to all of the emergency responders located within, and in some cases, outside our county.

PPV Fan:

After many years of great service from our current gasoline powered PPV fans, there comes a time when it is not feasible to keep making repairs to a 26 year old piece of equipment. The time has come to either replace our current PPV unit one part at a time or replace the entire unit with a new one which would benefit the Henderson Fire department and the citizens of Henderson for many more years.

Section #3: Statement of Effect:

Compressor:

The Henderson Fire Department (HFD) has one of two compressors in Vance County. The other compressor is housed in a rural Fire Department (Cokesbury) and it is at least 45 years old. This compressor has outlived its usefulness and is questionable in regard to safety and longevity. There are 12 emergency response agencies in our county that depend on the compressor housed at the HFD. There are also some other government agencies that depend on this compressor for their SCBA filling needs. The replacement of this 26 year old compressor would benefit the safety of approximately 300 emergency responders in our county alone. It would also enable the departments needing 4500 bottles to fill them locally. Reliable purified air is a basic need for every first responder that expects to work in an immediate danger to life or health (IDLH) atmosphere. This is a basic area of concern that cannot be neglected. As mentioned above, this department is at a crossroads where the need to transition to 4500 psi SCBA can only be facilitated by the acquisition of a compressor and cascade system suitable for this endeavor. Given the present compressor's age, we are past due for that transition.

PPV Fan:

Ventilation is an effective firefighting tool. The use of electric fans with variable speeds will allow us to reduce heat, smoke and somewhat control the fire flow if used correctly. PPV ventilation is used on most fire scenes and should be a reliable tool which could be used in any situation needed. Not only do these fans assist with fire ground procedures, they also help us provide better service to our citizens.

Fire Operations and Firefighter Safety Request Details

Below is a list of items included in your application. Click the *Add Fire Department/Fire District Personal Protective Equipment* button to add an item to be funded. You may update or delete the list by clicking the appropriate link under the *Action* column. Once you are done, press the *Return to Summary* button below.

Fire Department/Fire District Personal Protective Equipment

Item	Number of units	Cost per unit	Total Cost	Action
SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders	15	\$ 7,500	\$ 112,500	Update Delete

[Return to Summary](#)

[Add Fire Department/Fire District Personal Protective Equipment](#)

<https://eservices.fema.gov/FemaFireGrant/firegrant/jsp/fire2015/application/requestdetails/a...> 1/5/2016

FIRE OPERATIONS AND FIREFIGHTER SAFETY REQUEST DETAILS

Section #1: Project Description:

The main objective of this grant request is to obtain a new compressor and cascade system upgrade for servicing our SCBA. As mentioned in the equipment request narratives, we see this as the best time to convert from 2216 to 4500 psi bottles. With the need for a new compressor being past due, this is the best time for our department to make the conversion. We will begin to replace the non-compliant SCBA with newer units that meet the current standard. As we do this, it would be prudent to begin replacing them with 4500 psi units. This department is requesting funding assistance to replace 15 SCBA's that do not meet the 2007/2013 NFPA standard. We currently have 36 SCBA with 23 of them only meeting the 2002 or earlier standard. With 28 seated positions in the department that leaves us requiring 15 units that meet the 2007/2013 standard. With the awarding of this grant, our department will be able to purchase Self Contained Breathing Apparatus (including spare cylinder) with dual EBSS Buddy Breathing, integrated personal alert safety system (PASS), face piece, voice amp and heads up display. The price of each unit is \$7,500, totaling \$112,500. These units will meet the 2013 standard with a CBRNE regulator, HUD/RIC connection, dual EBSS and be 4500 psi with a 30 minute bottle, and spare. This project will supply NFPA and OSHA compliant SCBA's as well as assist us with complying with NFPA 1710, 1720 and OSHA 191.134 (g) (4).

Section #2- Cost Benefit:

The value of a firefighter's health safety is priceless. This department sees the transition to 4500 psi SCBA as a way to render our equipment compliant to current standards. These standards go hand in hand with reliability, safety and employee confidence/retention. The lower profile that the 30 minute 4500 psi bottle gives to the firefighter can mean the difference between escape and entanglement. Our firefighters have experienced first-hand in RIT/Mayday training as well as on the fire ground the advantages of wearing an SCBA with a slimmer profile. The smaller size of the 4500 psi bottle can facilitate the escape of an entrapped firefighter when inches count. PPE is one area where meeting current/recent standards count. Aging PPE is never thought of as safe. SCBA that do not comply with recent standards present an unacceptable risk, especially when we expect firefighters to work in IDLH atmospheres. The possibility of serious injury or death can be reduced by replacing our non-compliant and aging SCBA with units that meet current standards. The final advantage is employee retention. Employees that perceive that the department is looking out for their best interest tend to demonstrate loyalty to that employer. This loyalty is a valuable component of employee retention. Employee retention breeds depth of experience which leads to a safer and more effective workforce.

The cost benefit of this grant award can be measured in many ways. Preventing death and injury of firefighters who depend on this essential piece of equipment can greatly eliminate the chances of having to experience the effects of human loss of life. The emotional repercussions that it could have on the department, its families, and the community can be devastating; not to mention the monetary cost that it would have on the city, the fire department, and families affected. The Henderson Fire Department strives to keep our personnel equipped with the most cost effective equipment that the department can afford. This not only gives us great pride but allows the firefighters confidence in his or her equipment so if there is a human life at risk they only have to concentrate on the task at hand. The lower profile that the 30 minute 4500 psi bottle gives to the firefighter can mean the difference between escape and entanglement. Our firefighters have experienced first-hand in RIT/Mayday training as well as on the fire ground the advantages of wearing an SCBA with a slimmer profile. The smaller size of the 4500 psi bottle can facilitate the escape of an entrapped firefighter when inches count. PPE is one area where meeting current/recent standards count. Aging PPE is never thought of as safe. SCBA that do not comply with recent standards present an unacceptable risk, especially when we expect firefighters to work in IDLH atmospheres.

Budget

Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 182,300
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
j. State Taxes	\$ 0

Federal and Applicant Share

Federal Share	\$ 173,620
Applicant Share	\$ 8,680
Applicant Share of Award (%)	5

* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 8,680)

a. Applicant	\$ 8680
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget **\$ 182,300**

https://eservices.fema.gov/FemaFireGrant/firegrant/jsp/fire2015/application/budget_total.jsp... 1/5/2016

City Council Action Form

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



Council Meeting: 11 January 2016

7 January 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council
FR: Frank Frazier, City Manager
RE: **CAF: 16-02**
Consideration of Approval of Resolution 16-02, Authorizing a Water Tower Lease Agreement with Cellco Partnership D/B/A Verizon Wireless

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 16-02, Authorizing a Water Tower Lease Agreement with Cellco Partnership D/B/A Verizon Wireless

Executive Summary

The City has an existing lease agreement with Sprintcom. Inc. for wireless communication equipment on the existing water tower (standpipe) located at the intersection of Andrews Avenue and Water Street (509 East Andrews Ave.) The lease has been ongoing and the City currently receives approximately \$25,000 per year for the use of this tower. Cellco Partnership, d/b/a Verizon Wireless, has studied the site and desires to co-locate on the site.

The proposed lease has been reviewed by the City Attorney and submitted to their representative for review by Verizon. After negotiation, Verizon has proposed an initial term of five (5) years and at an annual rental of \$27,000 or \$2,250 monthly. The annual rent will increase 2.75% each year. There is also a \$1,000 fee due to the City upon signing.

Attachments:

1. Resolution 16-02

RESOLUTION 16-02

**AUTHORIZING A WATER TOWER LEASE AGREEMENT WITH
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

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

WHEREAS, this Resolution addresses **KSO 8**: To Provide Financial Resourcing; *and*

WHEREAS, the City of Henderson has an existing lease agreement with SprintCom, Inc. for wireless communication equipment located on the water tower (standpipe) at the intersection of Andrews Avenue and Water Street which allows for co-location; *and*

WHEREAS, Cellco Partnership D/B/A Verizon Wireless has requested to co-locate on the existing water tower (standpipe) at Andrews Avenue and Water Street; *and*

WHEREAS, the City staff has reviewed the proposed plans and does not foresee any problems with said lease and/or installation of additional equipment; *and*

WHEREAS, applicant must meet all zoning regulations as required.

WHEREAS, the annual rental will be \$27,000 or \$2,250 monthly, with an annual increase of 2.75% and an additional fee of \$1,000 collected upon signing.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHORIZE execution of the water tower lease agreement, being more fully articulated in **Attachment A** to this Resolution, by the City Manager with Cellco Inc.

The foregoing Resolution 16-02, introduced by Council Member _____ and seconded by Council Member _____ on this the ____ day of _____ 2016 and having been submitted to a roll call vote, was *****by the following votes: YES: NO: ABSTAIN: ABSENT:

Eddie Ellington, Mayor

ATTEST:

Esther McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference Minute Book 44, pg. ***; CAF 16-02*

SITE NAME: SE Henderson
SITE NUMBER: 299134
ATTY/DATE: DAP/9.17.15

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement ("Agreement"), made this ____ day of _____, 20__ between CITY OF HENDERSON with an address of 134 Rose Avenue, Henderson, North Carolina 27536, hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space ("the Tower Space") on LESSOR's water tower, hereinafter referred to as the "Tower", located at E. Andrews Avenue, Henderson, Vance County, North Carolina 27536, as shown on the Tax Map of the County of Vance as Parcel Number 0078 07001 and as further described in Deed Book 41 at Page 166 as recorded in the Office of the Register of Deeds for Vance County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land containing 295 square feet (the "Land Space"), together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along a right-of-way extending from the nearest public right-of-way, E. Andrews Avenue, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s), either to the LESSEE or to the public utility if such may be accomplished at no cost to either the LESSOR or the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in attached Exhibit "B" if and so long as the installation, presence and operation of this equipment complies with Section 14 of this Agreement.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower, if and so long as the installation, presence and operation of this equipment complies with Section 14 of this Agreement.

SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". The survey is to be accomplished by a land surveyor registered with and licensed by the State of North Carolina.

2. TERM; RENTAL; ELECTRICAL

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Seven Thousand and 00/100 Dollars (\$27,000.00) for each year of the lease to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of One Thousand and 00/100 Dollars (\$1,000), which shall be considered as "additional rent" for the Premises for the period beginning on the date of this Agreement until the Commencement Date, which shall be paid within forty-five (45) days from the date of full execution of this Agreement by the Parties. LESSOR recognizes that Section 2(a) of this Agreement governs the Commencement Date and that this Section 2(b) of this Agreement does not impact whether or not LESSEE chooses to commence the Term.

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c. LESSOR, and its assignees, transferees or any successors in interest (collectively "Successor in Interest"), hereby agree to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's or the Successor in Interest's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation evidencing LESSOR's or the Successor in Interest's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) if applicable, a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) any other documentation required by LESSEE in order to comply with any federal, state, or local rules and regulations. Within thirty (30) days of a written request from LESSEE, LESSOR and any Successor in Interest agrees to provide updated Rental Documentation. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

d. LESSOR shall, at all times during the Term, provide access for provision of electrical and telephone service to the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption requiring payment to the LESSOR shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property with such equipment, using methods and in locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises as approved by the LESSOR.

3. EXTENSIONS. This Agreement shall be extended for a five-year term unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term. Three additional extensions of the initial terms (each additional extension term being 5 years each) are allowed under this Agreement. The initial term and any extension terms may be referred to herein as the "Term".

4. EXTENSION RENTALS. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term of this Agreement

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(including all extension terms), annual rent shall increase by an amount equal to 2.75% of the annual rent due for the immediately preceding lease year.

5. INTENTIONALLY OMITTED.

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property assessed due to its ownership or use of the Property and shall endeavor to do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

7. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by

LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analyses are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR. In addition, LESSEE shall have the right to terminate this Agreement without penalty at any time and for any reason prior to the date LESSEE commences installation of the equipment on the Premises, effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE in such notice.

8. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. Notwithstanding the indemnity in section 8, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost:

- i. Commercial General Liability insurance with limits of \$2,000,000 for bodily injury (including death) and for property damage each occurrence
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 each accident

- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include the LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for bodily injury including death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake, unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the compliance with any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

10. INTENTIONALLY OMITTED.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to LESSOR.

12. ACCESS TO TOWER. LESSOR agrees that the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision, whose actions and activities are covered by the applicable insurance maintained by the LESSEE, will be permitted to enter said premises.

13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 31 below). The LESSOR shall also comply with all applicable rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs, after notice is given the LESSOR, and the reasonable costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon sixty days from the date of billing of the LESSOR at the rate of five percent per annum. If the LESSOR either does not dispute the billing

- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include the LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

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or make payment within the sixty-day period, LESSEE shall have the right to deduct the reasonable costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

LESSEE will ensure no materials will be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration or any other damage of and to the Tower structure or its appurtenances.

LESSEE will ensure all antenna(s) on the Tower are identified by a marking fastened securely to its bracket on the Tower and all transmission lines are tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports, if any, that have been accomplished with respect to the Tower; and throughout the Term, LESSOR shall provide LESSEE copies of all structural analysis reports that are accomplished done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing required maintenance, repair or similar work at the Property, the costs of relocation and reinstallation to be the responsibility of the LESSEE. The Temporary Relocation is to be similar to LESSEE's existing location in size and compatible for LESSEE's use, in LESSEE's reasonable determination. LESSOR will provide LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate.

LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensed wireless communications providers on the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment, including changes, modifications and replacements of this equipment, changes or causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all steps necessary to correct and eliminate the interference within forty-eight (48) hours. To the extent LESSEE is unable to cure the interference within this timeframe, LESSEE shall voluntarily power down the equipment causing the interference except for intermittent testing until such time as the interference is remedied. If after thirty (30) days, LESSEE is unable to

cure the interference despite its good faith efforts, it will remove the equipment which caused the interference, or at its option, terminate this Agreement. LESSEE shall then remove its equipment within ninety (90) days. LESSOR agrees to require any other tenants, occupants, or users of the Property who currently have or in the future take possession of, all or a part of, the Property or who are permitted to adjust, modify or replace their equipment to ensure the type and frequency use will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. To enforce and provide enforcement of this paragraph, the Parties acknowledge either Party shall have the right to pursue all remedies under law and equitable remedies, such as injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition to the reasonable satisfaction of the LESSOR, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 31 below). If issues regarding removal causes LESSEE to remain on the Premises, with the permission of the LESSOR, and after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate for the period agreed upon with the LESSOR.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless agreed to by the LESSOR. If LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, LESSEE will be liable for payment of rent from the date of the early termination or expiration of the lease until the date of removal of the equipment and other property. Rent shall be at a rate equal to the rent applicable during the month immediately preceding such expiration or earlier termination and may be prorated.

17. GRANT OF COMMUNICATION EASEMENT. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement, LESSEE shall have the right of first refusal, to the extent permitted by the North Carolina General Statutes, to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. Such grant of an easement interest shall be under and subject to this Agreement and such transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. LESSOR shall not be released from its obligations to LESSEE under this Agreement unless such transferee expressly assumes LESSOR's obligations of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 2. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of North Carolina and any dispute regarding judicial action shall be before and under the courts of Vance County, North Carolina and the United States District Court for the Eastern District of North Carolina, as appropriate.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Henderson
134 Rose Avenue
Henderson, North Carolina 27536

LESSEE: Celco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. Unless otherwise addressed by this agreement, in the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and the cure is effected within thirty (30) days of this commencement. After this period, LESSOR may pursue any remedies permitted by this agreement, by law or in equity. In the event there is a breach by LESSOR, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and the cure is effected within thirty (30) days of this commencement. After this period, LESSEE may pursue any remedies permitted by this agreement, by law or in equity.

27. ENVIRONMENTAL.

a. LESSOR shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial

hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, to the extent such compliance relates to its ownership and its activities on the Property. LESSEE shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, to the extent such compliance relates to its activities and equipment on the Property. LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of LESSEE's facility.

b. LESSOR shall hold LESSEE harmless, defend and indemnify LESSEE from and assume all duties, responsibility and liability, at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from any (i) failure by the LESSOR to comply with any legal requirement governing environmental or industrial hygiene matters except to the extent that any such non-compliance is caused by LESSEE; and (ii) environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, except to the extent that such environmental conditions are caused by LESSEE.

28. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

29. CONDEMNATION AND EMINENT DOMAIN. In the event of any condemnation or taking by eminent domain of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning or taking authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the

condemning authority shall have taken possession), terminate this Agreement as of the date the condemning or taking authority takes such possession.

LESSEE may, on its own behalf, make a claim in any condemnation or eminent domain proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustments as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

30. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

31. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

32. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: CITY OF HENDERSON

Witness

By: _____ (Seal)
Print Name: Frank Frazier _____
Title: City Manager _____
Date: _____

**LESSEE: CELLCO PARTNERSHIP
d/b/a Verizon Wireless**

Witness

By: _____ (Seal)
Print Name: Aparna Khurjekar _____
Title: Vice President-Field Network _____
Date: _____

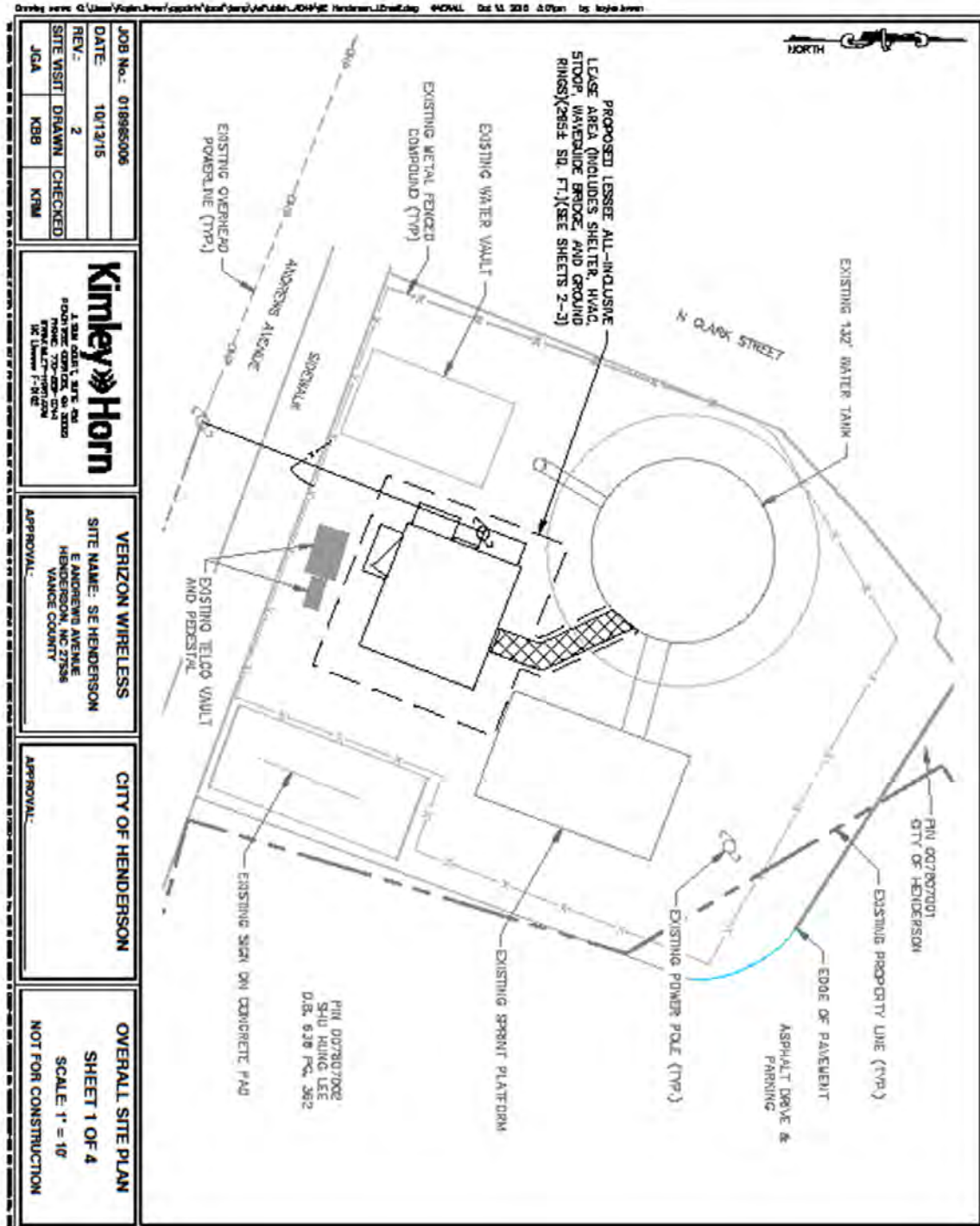
EXHIBIT "A"
LEGAL DESCRIPTION

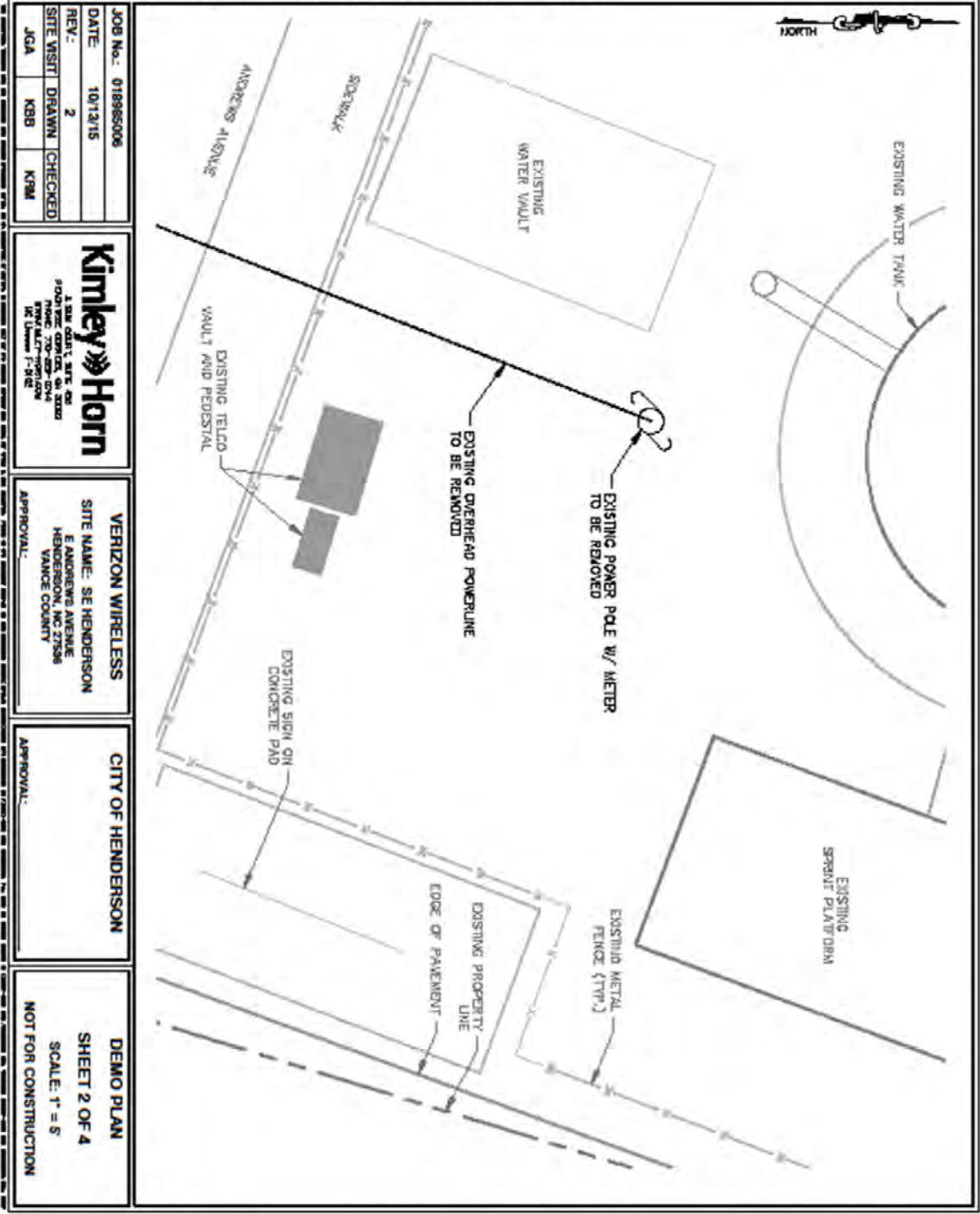
EQUIPMENT LIST

LESSEE SHALL BE PERMITTED TO INSTALL THE FOLLOWING EQUIPMENT:

<u>ANTENNAS:</u>	(6) ANTENNAS
TRANSMISSION LINES:	(2) LINES
OTHER EQUIPMENT:	(2) SURGE PROTECTORS (9) REMOTE RADIO HEAD UNITS (RRU)

Exhibit C Survey





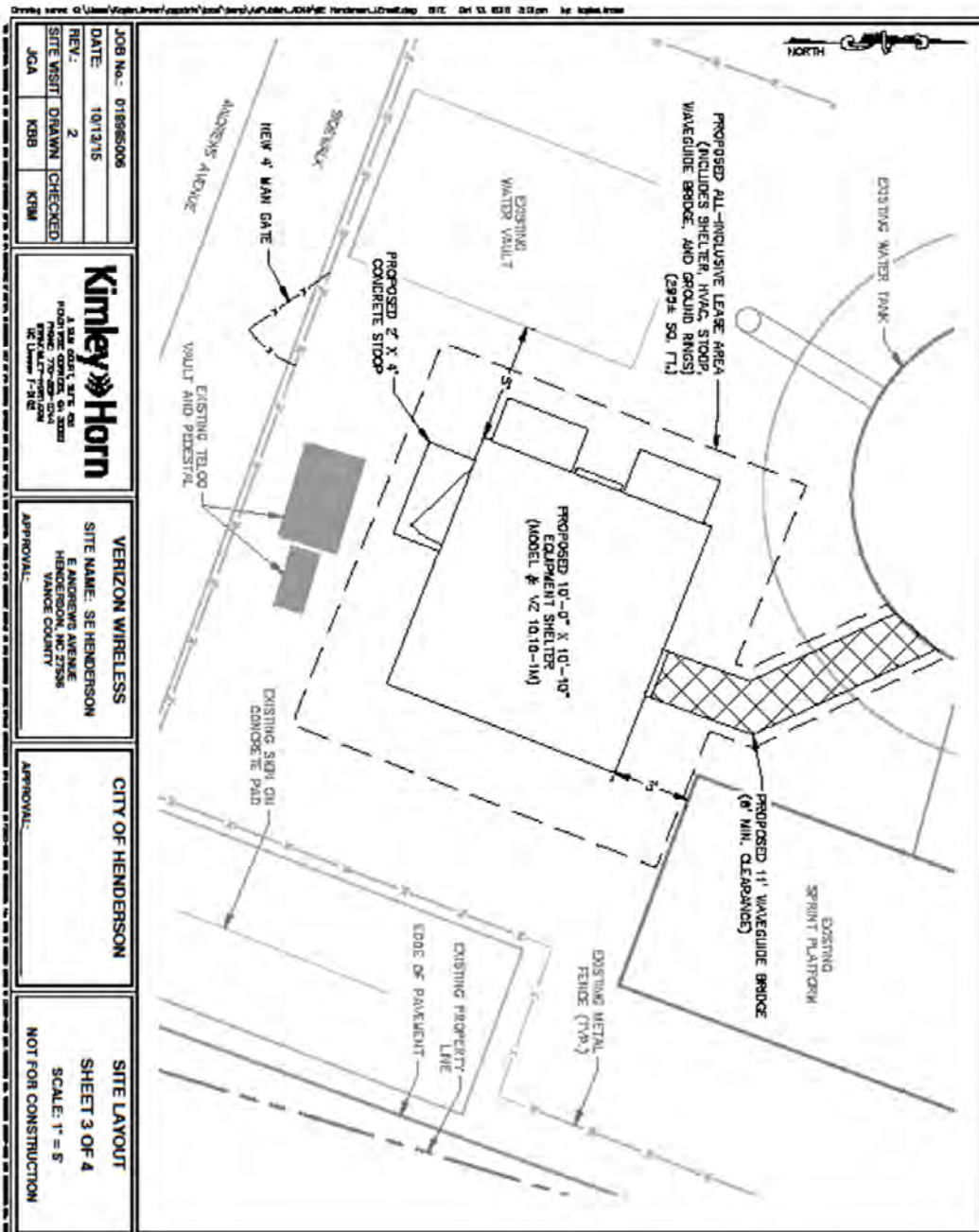
JOB No.: 018985006
 DATE: 10/13/15
 REV.: 2
 SITE VISIT DRAWN CHECKED
 JGA KBB KRM

Kimley-Horn
 A TEN OAK SITE CO.
 PROJECT CENTER, 601 2000
 P.O. BOX 700-0000
 101 University Drive
 Raleigh, NC 27601

VERIZON WIRELESS
 SITE NAME: SE HENDERSON
 E ANDREWS AVENUE
 HENDERSON, NC 27536
 VANCE COUNTY
 APPROVAL: _____

CITY OF HENDERSON
 APPROVAL: _____

DEMO PLAN
 SHEET 2 OF 4
 SCALE: 1" = 5'
 NOT FOR CONSTRUCTION



City Council Action Form

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



Council Meeting: 11 January 2016

4 January 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council
FR: Frank Frazier, City Manager
RE: CAF: 16-21
Consideration of Approval of Resolution 16-05, Temporarily Suspending the Leaf Collection Fee Through January 29, 2016

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 16-05, Temporarily Suspending the Leaf Collection Fee Through January 29, 2016

Executive Summary

The City Council authorized on March 10, 2014, Ordinance 14-15, which allows assessment of a \$75.00 fee for loose leaf collection with the use of the leaf vacuum machines after January 15, 2015. This was also approved via Ordinance 15-28 in the adopted budget for FY 16.

At this point, the City has collected over 1,349,556 lbs. of leaves. Due to the wet weather experienced in December, which impacted leaf collections, it may be in the best interest of citizens to extend the deadline date through January 29, 2016, allowing an extra two weeks for loose leaf pick up with the machines without imposing the \$75.00 fee. Citizens will still have the option of bagging the leaves in clear plastic bags until and after the January 29th deadline, which will be picked up by the City's yard debris collection crew.

There are sufficient funds available to cover the cost of the extension of this service..

Attachments:

1. Resolution 16-05

**RESOLUTION
16-05**

**TEMPORARILY SUSPENDING THE LEAF COLLECTION FEE
THROUGH 29 JANUARY 2016**

WHEREAS, the Henderson, North Carolina (City) City Council (Council) identified eight Key Strategic Objectives (KSOs) and twelve Core Values (CVs) at its 2015 Strategic Planning Retreat; and

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

WHEREAS, Council approved on 10 March 2014 Ordinance 14-15, and subsequent approval via Ordinance 15-28 was given during the FY 16 Budget Approval, which permits assessment of a fee for loose leaf collection, using the leaf vacuum machines, after 15 January; *and*

WHEREAS, the City began leaf collection in October 2015 with approximately 1,349,556 pounds of leaves collected as of 31 December 2015; *and*

WHEREAS, due to inclement weather which impacted leaf collections, it may be in the best interest of citizens to extend the deadline to 31 January 2016 before assessment of the \$75.00 fee.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE the suspension of the \$75.00 fee for loose leaf collection with the use of the leaf vacuum machines from 16 January to 29 January 2016.

The foregoing Resolution 16-05, upon motion of Council Member *** and second by Council Member ***, and having been submitted to a roll call vote received the following votes and was APPROVED on this the ** day of *** 2016: YES: . NO:. ABSTAIN: . ABSENT:

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix. Edwards, City Attorney

City Council Action Form

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



Council Meeting: 11 Jan 16 Regular Meeting

4 December 2015

TO: The Honorable Mayor Eddie Ellington and Members of City Council

FR: Frank Frazier, City Manager

RE: CAF: 16-03

Consideration of Approval of Resolution 16-03, 1) Issuance of Certificate of Sufficiency; and 2) Fixing Date of Public Hearing on Question of Annexation Pursuant to NC G. S. §160A-31 for Henderson Collegiate, Inc.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

Recommendation:

- Approval of Resolution 15-57-A, 1) Issuance of Certificate of Sufficiency; and 2) Fixing Date of Public Hearing on Question of Annexation of Henderson Collegiate, Inc., Pursuant to NC G. S. §160A-31 for Henderson Collegiate, Inc.

Executive Summary:

On November 24, 2015, Council directed the City Clerk to investigate the sufficiency of a non-contiguous annexation petition that was received regarding Henderson Collegiate, Inc. The Clerk has completed, and the City Attorney has reviewed, the investigation results, and the Certificate of Sufficiency is attached.

The next step required by law is to set a public hearing regarding this annexation. If approved this evening, the Public Hearing will be set for February 8, 2016 at 6:00 p.m.

Attachments:

1. Resolution 16-03
2. Resolution 15-57

RESOLUTION 16-03

ISSUANCE OF CERTIFICATE OF SUFFICIENCY AND FIXING PUBLIC HEARING DATE OF ANNEXATION OF HENDERSON COLLEGIATE PROPERTY PURSUANT TO 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 of an area described herein has been received; *and*

WHEREAS, the Henderson City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; *and*

WHEREAS, certification by the Henderson City Clerk as to the sufficiency of the petition has been made (*see Attachment A to this Resolution*).

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL THAT IT DOES HEREBY APPROVE a public hearing on the question of annexation of the area described herein which will be held at City Hall, Council Chambers, 134 Rose Avenue on February 8, 2016 at 6:00 p.m.

Section 1. The area proposed for annexation is described as follows:

All that 30.89 acres as shown on plat entitled, survey for Henderson Collegiate, Inc.” in Henderson Township as prepared by Bobbitt Surveying, P.A., dated October 2, 2012 and recorded in Plat Book “Y”, Page 204, Vance County Registry.

The property hereinabove described is contained in the deed, recorded in Book 1292, page 0955.

A map showing the above described property also is recorded in Plat Book Y, page 204.

Section 2. Notice of the public hearing shall be published in *The Daily Dispatch*, a newspaper having general circulation in the City of Henderson at least ten (10) days prior to the date of the public hearing.

The foregoing Resolution 16-03, introduced by Council Member *** and seconded by Council Member ***, on this the 11th day of January 2016, and having been submitted to a roll call vote, was **APPROVED** by the following votes: YES:. NO: None. ABSTAIN: None. ABSENT: None.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book 43, p ***; CAF 16-***

CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Henderson, North Carolina:

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify that I have investigated the attached petition and hereby make the following findings:

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

- a) The petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits;
- b) The petition includes the names and addresses of all owners of real property lying in the area described therein;
- c) The petition includes the signatures of all owners of real property lying in the area described therein;
- d) The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the City of Henderson;
- e) No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the City of Henderson;
- f) The satellite area is so situated that the City of Henderson will be able to provide the same services as are provided within its primary corporate limits;
- g) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;
- h) The area with the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the City of Henderson, does not exceed ten percent (10%) of the area within the primary corporate limits of the City of Henderson.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Henderson, North Carolina, this 8th day of December 2015.

Esther J. McCrackin
City Clerk
Henderson, North Carolina

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 Peace and second by Council Member Simmons, and having been submitted to a roll call vote received the following votes and was APPROVED on this the 23rd day of November 2015: YES: Simmons, Daye, Coffey, Inscoc, Rainey, Peace and Daeke. NO: None. ABSTAIN: None. ABSENT: Kearney.

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 634; CAF 15-85

**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: _____

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)

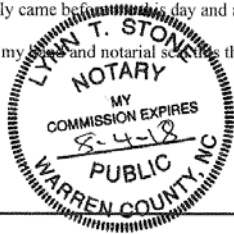
Attested By: [Signature]
Signature and Title
Lynn T. Stone
(Type or Print Name)

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 the 2 day of November, 2015.



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

PARTNERSHIP

This is a: _____ general partnership
_____ limited partnership

Name of Partnership (Type or Print)
By: _____
Signature and Title

(Type or Print Name)

Attested By: _____
Witness, Signature and Title

(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: T. Stone 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 Fred 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.

Lynn T. Stone
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!!!

City Council Action Form

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



Council Meeting: 11 January 2016

29 December 2015

TO: The Honorable Mayor Eddie Ellington and Members of City Council
FR: Frank Frazier, City Manager
RE: **CAF: 16-19**
Consideration of Approval of Resolution 16-04, Authorizing the Demolition of 311 Booth Street

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- **KSO 4: Improve Condition of the Housing Stock** – To improve the condition of and expansion of the Housing Stock.
 - AP 4-1: Code Enforcement – *To actively enforce City Codes that result in the rehabilitation and/or demolition of substandard, dilapidated or deteriorated housing in order to remove blight.*

Recommendation

- Approval of Resolution 16-04, Authorizing the Demolition of 311 Booth Street

Executive Summary

The structure located at 311 Booth Street is owned by the City of Henderson and County of Vance. Being that this property is owned jointly by the City and County, the normal demolition ordinance is not required, but the City is seeking Vance County's approval. The house has been inspected by city staff. Whereas the home could be habitable, there are many improvements which would need to be made to the house that would exceed the assessed value of \$9,008 and undoubtedly not recoverable. The utilities have been disconnected and pictures of the house are attached for your review which indicates some of the problems, but certainly not all of them.

A letter has been sent to the Vance County Manager requesting their approval for the demolition. As always in our City/County owned properties, any cost and/or eventual sale of the property would be shared accordingly.

Attachments:

1. Resolution 16-04
2. Photos

RESOLUTION 16-04

AUTHORIZING THE DEMOLITION OF 311 BOOTH STREET

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

WHEREAS, this Resolution addresses **KSO 4: AP 4-1: Improve Condition of the Housing Stock** – To improve the condition of and expansion of the Housing Stock.

o **AP 4-1: Code Enforcement** – *To actively enforce City Codes that result in the rehabilitation and/or demolition of substandard, dilapidated or deteriorated housing in order to remove blight.*

WHEREAS, the City of Henderson (City) and County of Vance (County) jointly own the property located at 311 Booth Street; *and*

WHEREAS, it is in the best interest of the City and County to demolish the structure located at 311 Booth Street; *and*

WHEREAS, demolition will be subject to approval by the County; *and*

WHEREAS, the cost of the demolition would be shared between the City and County.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHORIZE the demolition of the structure located at 311 Booth Street contingent on approval by the County.

The foregoing Resolution 16-04, introduced by Council Member _____ and seconded by Council Member _____ on this the 11th day of January 2016, and having been submitted to a roll call vote, was approved by the following votes: YES: NO:. ABSTAIN:. ABSENT:.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book 44, p ***



City Council Action Form

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



Council Meeting: 11 January 2016

6 January 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council

FR: Frank Frazier City Manager

RE: **CAF: 16-22**

Consideration of Approval of Resolution 16-06, Providing for the Disposition of 152 S. Bullock Street Further Identified in Vance County Register of Deeds Book #01294, Page # 0808: Tax Parcel # 0085 01011

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 16-06, Providing for the Disposition of 152 S. Bullock Street Further Identified in Vance County Register of Deeds Book #01294, Page # 0808: Tax Parcel # 0085 01011.

Executive Summary:

Vance County Tax Department received an offer to purchase the property located at 152 S. Bullock Street in the amount of \$9,550. The assessed tax value for this property is \$58,623. Prior to the tax foreclosure the unpaid County taxes, plus interest, totaled \$3,527, and unpaid City taxes, plus interest, totaled \$2,167 for a total of \$5,694. The foreclosure process also assessed attorney fees in the amount of \$2,265 for a grand total of \$7,959.

The City has no liens against this property for weed abatement or unpaid utility bills. It is understood that upon the sale, the proceeds will be shared on a pro-rata basis.

Enclosure:

1. Resolution 16-06
2. Deed

RESOLUTION 16-06

PROVIDING FOR THE DISPOSITION OF 152 S. BULLOCK STREET FURTHER IDENTIFIED IN VANCE COUNTY REGISTER OF DEEDS BOOK #01294, PAGE # 0808: TAX PARCEL # 0085 01011

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

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

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

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

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

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

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

The foregoing Resolution 16-06, upon motion of Council Member**and second by Council Member ** and having been submitted to a roll call vote received the following votes and was APPROVED on this the ** day of -----2016: YES:. NO:. ABSTAIN: ABSENT:

Eddie Ellington, Mayor

ATTEST:

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

D. Rix Edwards, City Attorney

NORTH CAROLINA

VANCE COUNTY

OFFER TO PURCHASE
COUNTY OWNED PROPERTY

I, Angela Owen, (hereafter referred to as "Buyer"), hereby offers to purchase from Vance County, North Carolina (hereafter referred to as the "Seller"), in accordance with the following terms and conditions, all that tract, lot or parcel of land together with any improvements located thereon, in Vance County, North Carolina, being known as and more particularly described as follows:

Vance County Register of Deeds Book 391 **Page** 89/91

Street Address: 152 S. Bullock Street

Tax ID No.: 0085 01011

1. **The Purchase Price:** The purchase price is \$ 9,550.00, plus the cost of publication as required by NCGS 160A-269, and shall be paid as follows:

a. \$ 800.00 (previously received), (the greater of \$750 or 5% of the purchase price) in cash, cashier's check or certified funds as a deposit, with the delivery of this offer, to be held by the Vance County Attorney until the sale is closed at which time it will be credited to Buyer, or this agreement is otherwise terminated as herein provided.

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

2. **Conditions.**

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

b. This offer is conditioned upon there being no proper upset bid submitted within a ten (10) day period after notice of Buyer's offer has been published in a local newspaper in accordance with N.C.G.S. § 160A-269, and final acceptance of this offer by the Board of Commissioners following the upset bid period.

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

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

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

Date of Offer: December 17, 2015.

Angela Owen
Buyer

Buyer

BUYER NOTICE ADDRESS:

Mailing Address: 287 Moss Stock Farm Road
Kittrell, NC 27544

Buyer Phone#: 252-915-5896 or 252-432-0067 (Angela)

Buyer Fax#: _____

Buyer E-mail: _____

Acknowledgment of Receipt of Deposit:

I, Kelly H. Grissom _____, County Clerk or her designee, hereby acknowledge receipt of the deposit in the amount of \$ 800.00 (previously rec'd) as set forth herein in accordance with the terms hereof.

Date: Dec. 17
~~November 23~~, 2015

Kelly H. Grissom
Title Clerk to Board

Acknowledgment of Receipt of Deposit from County Clerk

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

This the _____ day of _____, 20____.

Jonathan S. Care, County Attorney

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

Vance County Board of County Commissioners

Chairman

1294
0808

1294 0808

FILED May 22, 2015 01:33 pm	FILED
BOOK 01294	VANCE
PAGE 0808 THRU 0809	COUNTY NC
INSTRUMENT # 01877	CAROLYN R. PECORA
RECORDING \$26.00	REGISTER
EXCISE TAX \$16.00	OF DEEDS KHC

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

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

STATE OF NORTH CAROLINA
COUNTY OF VANCE

COMMISSIONER'S DEED

THIS DEED, made and entered into this the 22nd day of May, 2015, by and
between N. KYLE HICKS, acting as Commissioner as hereinafter stated, Party of
the First Part, and the CITY OF HENDERSON (42.79%) and VANCE COUNTY (57.21%),
Parties of the Second Part, whose mailing address is 122 Young St., Suite E,
Henderson NC 27536;

W I T N E S S E T H:

THAT WHEREAS, in that certain Tax Foreclosure Proceeding entitled "Vance
County and City of Henderson, Plaintiffs vs. Bronnetta Branch (a/k/a Bronnetta
Johnson) and Spouse, if any, et al, Defendants", File No. 14-CVD-789, in the
office of the Clerk of Superior Court of Vance County, brought and pending
before the District Court of Vance County, North Carolina, a Judgment was made
by said Court appointing N. Kyle Hicks as Commissioner to sell at public sale,
subject to the confirmation of the Court, hereinafter described lands; and,

WHEREAS, said N. Kyle Hicks, acting as Commissioner as aforesaid, after
due advertisement as required by law and said order of the Court, offered said
lands for sale at public auction at the Courthouse door on April 9, 2015, at
which time no bidders were present; and

WHEREAS, said N. Kyle Hicks filed a Notice of Postponement of Sale
postponing said sale until April 15, 2015, at which time Vance County (57.21%)
and City of Henderson (42.79%) became the last and highest bidders, bidding
the sum of \$7,900.00; and,

WHEREAS, said N. Kyle Hicks reported said sale to the Court on April 15,
2015; and,

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

WHEREAS, on May 4, 2015, said Court entered an Order approving and
confirming said sale and directing said N. Kyle Hicks as Commissioner to make,
execute and deliver to said City of Henderson (42.79%) and Vance County
(57.21%) a good and sufficient deed for said lands upon the payment to him of
the said purchase price; and

WHEREAS, said purchase price has been fully paid;

{A0115400.DOC}

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

NOW, THEREFORE, said N. Kyle Hicks, acting as Commissioner as aforesaid, and under authority of said Order of Court and in consideration of the purchase price of \$7,900.00, has bargained and sold and by these presents, does hereby bargain, sell and convey unto the Parties of the Second Part, its successors and/or assigns, all of that certain tracts or parcels of land lying and being situate in Henderson Township, Vance County, North Carolina, and more particularly described as follows:

Being that certain lot of land fronting 100 feet on the westerly side of Bullock Street in the Eastern suburbs of Henderson, North Carolina, and running back between parallel lines 133 feet and being designated as Lots #59 and #60 on that certain plat made by S.E. Jennette, Engineer, on August 23, 1954 of the Hicks & Rollins Sub-Division recorded in Vance Registry in Plat Book H, Page 83.

For further reference see also Deeds of record in Book 302, Pages 226 and 239, and Book 391, Pages 89 and 91, Vance County Registry.

(Map #0085 01011, 152 Bullock St., Henderson, NC)

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

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

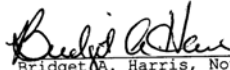


N. Kyle Hicks, Commissioner (SEAL)

STATE OF NORTH CAROLINA; COUNTY OF GRANVILLE

I, the undersigned Notary Public for the County of Granville and State of North Carolina, do hereby certify that N. Kyle Hicks, acting as Commissioner herein, personally known to me, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein. Witness my hand and notarial seal, this the 22nd day of May, 2015.





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

City Council Action Form

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



Council Meeting: 11 January 2016

7 January 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council

FR: Frank Frazier, City Manager

RE: **CAF: 16-12**

Consideration of Approval of Resolution 16-08, Authorizing an Application to the NC Governor's Crime Commission in the Amount of \$36,109

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- 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.

Recommendation:

- Approval of Resolution 16-08, Authorizing an Application to the NC Governor's Crime Commission in the Amount of \$36,109.

Executive Summary

Chief Barrow has requested the Council's review and approval of an application to the NC Governor's Crime Commission Program to provide funds to provide funding for the purchase of the following items:

- 1) New VIPER Mobile Radios and Portable Radios for Police Patrol Officers;
- 2) New Mobile In-Car Computer workstations with enhanced network and internet security to be used to access state and federal criminal justice databases DCI/NCIC, CJLEADS, NCAWARE, NC AOC and other databases;
- 3) Expanded data storage for agency reports, images and files;
- 4) Updated Mapping software to help map out areas where crimes and incidents occur;

CAF 16-12: 11 January 2016 Council Meeting

Page 1 of 10

- 5) Updated Records Management System Pawn Ticket Tracking to allow better notifications when missing or stolen property is received in Pawn Shops.

This grant will provide a reimbursement to the City of 75% of the cost of the requested equipment, with the department's portion being a 25% cash grant match (provided through Federal Asset Forfeiture Funds). The total cost for the items listed above is \$48,145; therefore, the total grant funds to be requested will be \$36,109 with the city's match at \$12,036, which will be budgeted in asset forfeiture in the FY 16-17 budget.

The grant application is due for electronic submission to the NC Governor's Crime Commission on January 30, 2016. The anticipated notification date if the grant is accepted is 07/01/2016.

Enclosures:

1. Resolution 16-08
2. City of Henderson "Internal Process"

RESOLUTION 16-08

AUTHORIZING AN APPLICATION TO THE NC GOVERNOR'S CRIME COMMISSION IN THE AMOUNT OF \$36,109

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

WHEREAS, this Resolution addresses two of the Key Strategic Objectives 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 Henderson Police Department is the law enforcement agency with the responsibility for law enforcement and crime prevention within the City of Henderson *and*

WHEREAS, the Henderson Police Department seeks to make improvements to the department's available equipment with which to conduct enforcement activities more effectively and safely; *and*

WHEREAS, the Henderson Police Department seeks to work in the City in order to improve public safety and address crime problems involving violence; *and*

WHEREAS, the Henderson Police Department has partnered with the NC Governor's Crime Commission in the past and has successfully applied for and received grant funding for overtime for law enforcement equipment in the past, *and*

WHEREAS, the Henderson Police Department seeks to update the Police Department's VIPER Communications ability; update Mobile Data Terminal workstations to utilize state, regional and federal criminal information databases and Police Department reports in Patrol Vehicles; expand the ability to store electronic data securely; update mapping systems and pawn ticket tracking systems, *and*

WHEREAS, the NC Governor's Crime Commission has announced that funding applications be submitted to their program for consideration.

NOW THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHRORIZE the application for the NC Governor's Crime Commission in the amount of \$36,109, and authorizes the City Manager to execute said application on behalf of the City.

The foregoing Resolution 16-08, 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 11th day of January, 2016: YES: . NO .
ABSTAIN: . ABSENT: .

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved as to Legal Form:

Rix Edwards., City Attorney
*Reference: Minute Book 42, p. ***.*



Governor's Crime Commission
 1201 Front Street, Suite 200
 Raleigh, NC 27609
 Phone: (919) 733-4564 Fax: (919) 733-4625

(Official GCC Use Only)

Project Number:
 PROJ011644

Grant Application

Application Review

This application has failed verification. Review & Submit cannot continue until the Application Verification process is complete.

Name of Project: Henderson Police Department Mobile Inter-Operability Upgrade **Committee Assignment:** CRIMINAL JUSTICE SYSTEMS IMPROVEMENT

Organization Contacts and Personnel Information

Application Organization Information

Organization Name: City of Henderson
Billing Address: 134 Rose Avenue
 P. O. Box 1434
 City: Henderson
 State: North Carolina
ZipCode: 27536-0748
Phone: (252) 431-6000
DUNS Number: 082368556
CCR Registration: Yes
Federal Tax ID: 566001241
Fiscal Year End Date: 06/30

Implementing Agency Information

Implementing Agency Name: City of Henderson
Address: 180 South Beckford Drive
Address 2:
 City: Henderson
 State: North Carolina
ZIP Code: 27536
Phone: (252) 431-6000
Fax: (252) 438-7311

For Law Enforcement Agencies

of Sworn Officers: 51

Authorizing Official: Frank Frazier
 City Manager

If the applicant agency is a non-profit, the Authorizing Official must be the Board Chair, Sheriffs, Police Chiefs, and Executive Directors can not be Authorizing Officials.

Financial Officer:

If the applicant agency is a non-profit, the Financial Officer must be the Board Treasurer.

Project Director: Perry Twisdale
 Captain

General Information

Program Priority: 2016 Statewide Infrastructure and Technology Improvement Initiative (Local Agencies)

Project State Date: 7/1/2016
Project End Date: 9/30/2017

US Congressional Districts:
 01, 02
N.C. House Districts:
 09, 23
N.C. Senate Districts:
 45, 46

Population of Project Area:
 17000
Project Counties:
 Vance

Project Summary:
 Upgrade and improve the agency's access to the NC VIPER system and access to DCI, NCIC, CJLEADS, NCAWARE and Agency Reporting in Patrol Vehicles

Principal Place of Performance: The primary site where the work is performed
 City: Henderson NC
 ZIP Code: 27536-0748

Abstract and Narrative

Project Abstract (The Problem): Briefly describe project's purpose, identify target population, and discuss program components which address the identified problem. Include local statistics to substantiate the need.

The Henderson Police Department, while having made improvements in the total number of part I crimes over the past five (5) years continues to experience a higher than average level of crime per capita compared to other NC cities. The city also deals with a high level of investigations and calls for service. In 2015 the HPD responded to 42,890 Calls for Service, made 5112 traffic stops and made 3625 arrests in a City of approximately 17,000. The department's annual budget from the City of Henderson has remained at the same level for the last four (4) years due to the local economy and very little funding sources exist for expanding communications, data collection and retention and paperless reporting which will assist the department in addressing the high number of calls and targeting areas where crimes are occurring. In a department that deals with many crimes relating to Part 1 Larceny and Burglary as well as crimes related to assault and weapon use it is vital that officers on the street be able to access information quickly and efficiently and to be able to input reports and investigations into our central Records Management System quickly. Rather than expand the number of clerical staff (which already has one position "frozen" due to budget considerations) this project will allow the department to expand and make more efficient communications and reporting/data collection with existing staff.

Project Narrative (Operation): Include a description of how grant funded positions are integral to the project and how contractual, travel, operating, and equipment expenses will support the project. Discuss how you will collaborate with other agencies. Focus on the project – do not give agency history, do not repeat abstract.

This grant does not request funds for personnel and will utilize existing department personnel to coordinate and implement the project. This project focuses on equipment needs to provide Patrol Officers with 1) Upgraded radios (portable and mobile) to access the Henderson/Vance 911 System and other local agencies on the VIPER system, 2) Updated Mobile Data Terminal computers in Patrol vehicles to replace old and broken MDT units and to enable the department to implement in-car reporting directly to our existing Records Management System (RMS), 3) Add secured data storage to our Records Management System in order to allow more data, images and files through our direct MDT to RMS reporting system, 4) Provide an upgrade to our ARCGIS mapping system and replace a broken mapping printer, 5) Upgrade the RMS function to allow better tracking of Pawn Tickets to locate pawned missing and

stolen property.

Project Narrative Summary: Please provide additional information about your project application.

The project's equipment purchases are focused on two primary areas of enhancement: communications (both verbal and data) and data collection and storage. Officers must be able to effectively communicate securely with other officers and with other agencies. We work on a weekly basis with the Vance County Sheriffs Office, Henderson Fire Department, Vance County Fire and Ambulance Service, NC State Highway Patrol, NC Alcohol Law Enforcement and NC SBI as well as surrounding counties and towns on the VIPER Radio Network. Motorola will be discontinuing the XTS2500 radios in the near future and radios that need to be replaced now require purchasing the new APX series. Our agency will be migrating to direct vehicle to RMS "in-car" incident reporting during 2016. Several of our Mobile Data Terminals are broken or need upgrading to be able to do this function. While we do have a new RMS Server upgraded in 2015, the amount of data that agencies now must secure and maintain has increased.

Project Timeline of Activities:

July 2016 - October 2016: Accept the grant award from the NC Governor's Crime Commission; Set up the grant account in the budget with the City Finance Department and move Grant Match Funds into the account. October 2016: Obtain quotes from Motorola (NC State Contract Provider for VIPER Radios) and Dell (NC State Contract Provider of Computers and equipment) for the requested Radios and Mobile Data Terminals and Mounting Equipment and Data Storage Unit. Obtain competitive quotes for Mapping Printer. Obtain quotes from vendors for the Pawn Ticket and ARCGIS Mapping upgrades. November 2016: After approval submit purchase requests for grant equipment. December 2016: Begin to receive Grant Equipment and submit grant reimbursement requests through the GMS System. January 2016: Begin installing Mobile Data Terminals and Mobile Radios in Patrol Vehicles. Issue Portable Radios out to identified personnel. February 2016: Install Data Storage Unit, Printer, ArcGIS software and Pawn Ticket software into the agency's Computer System. March 2016: Conduct training with Criminal Investigations and Records Section Personnel on Pawn function and ARCGIS Mapping function. April 2016: Conduct survey on use and training on all project equipment for the BJA Performance Tools Report due April 2016. Ensure all reimbursement requests have been submitted via GEMS. June 2016: Complete review of project as part of the agency's 6 month review of 2016. July 2016: Complete project final report.

Project Goals

Goal 1 Purchase communications and computer equipment to upgrade the Police Department's access to VIPER Radio Communications.	Goal 2 Purchase computer, data storage and program equipment to upgrade the Patrol Officer's access to in-car reporting, databases and increase the use of mapping and pawn data collection.
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Project Objectives

1. Project Objective:

New VIPER Mobile Radios and Portable Radios for Police Patrol Officers

Performance Measure:

Purchase new VIPER Mobile Radios and Portable Radios for Police Patrol Officers

Evaluation Method:

Purchase of new VIPER Mobile Radios and Portable Radios for Police Patrol Officers

2. Project Objective:

Purchase New Mobile In-Car Computer workstations with enhanced network and internet security to be used to access state and federal criminal justice databases DCI/NCIC, CJLEADS, NCAWARE, NC AOC and other databases;

Performance Measure:

Purchase ten (10) new Mobile In-Car Computer workstations

Evaluation Method:

Installation and use of ten (1) Mobile In-Car Workstations.

3. Project Objective:

Expanded data storage for agency reports, images and files; Updated Mapping software to help map out areas where crimes and incidents occur.

Performance Measure:

Purchase expanded secure data storage, updated ARCGIS mapping software and mapping printer.

Evaluation Method:

Install secure data storage, ARCGIS mapping software and mapping printer.

4. Project Objective:

Updated Records Management System Pawn Ticket Tracking to allow better notifications when missing or stolen property is received in Pawn Shops.

Performance Measure:

Obtain updated Pawn Ticket software and integrate with Records System

Evaluation Method:

Implementation of Pawn Ticket Software with Records System

Project Sustainability Planning

Describe your formal, working sustainability plan for the project and how it will result in permanent operational funding (not GCC funding) once this grant ends.

All of the equipment purchased under this grant will be maintained under the manufacturer's warranty. All funding for repairs and maintenance of this equipment will be budgeted as part of the Henderson Police Department's regular Maintenance and Repair Equipment budget.

Project Budget Summary

Category	Total	Year 1 Total	Year 2 Total
EQUIPMENT	\$16,800.00	\$16,800.00	\$0.00
SUPPLIES	\$31,345.00	\$31,345.00	\$0.00
Total Budget:	\$48,145.00	\$48,145.00	\$0.00
(-)Match Funds:	-\$0.00	-\$0.00	-\$0.00
TOTAL FEDERAL REQUEST:	\$48,145.00	\$48,145.00	\$0.00

CRIMINAL JUSTICE SYSTEMS IMPROVEMENT - Description of Match

Matching funds may include local, state or private funds, but not other federal funds. 0 % cash match required

Describe amount and source of cash match:

Local funding

Budget Details

Short Description	Quantity	Unit Cost	Total
ARCgis Mapping Software and License	1.00	\$5,000.00	\$5,000.00
Canon IPF6800 Printer	1.00	\$2,500.00	\$2,500.00
Dell Mobile Computer/Tablet	10.00	\$540.00	\$5,400.00
Dell NX External Data Storage	1.00	\$6,800.00	\$6,800.00
Mobile Computer In-Car Mounts and Keyboard	10.00	\$350.00	\$3,500.00
Motorola APX Mobile Radio	3.00	\$2,800.00	\$7,800.00
Motorola APX Portable Radio	5.00	\$2,300.00	\$11,500.00
Pawn Tracking Software	1.00	\$5,000.00	\$5,000.00
Portable Radio Chargers	5.00	\$49.00	\$245.00
VIPER Radio Programming	1.00	\$400.00	\$400.00

Project Certifications

A. Certification of Non-Supplanting

- The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

B. Certification of Filing an Equal Employment Opportunity Program

- The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which is dated 06/30/2016 in accordance with the Amended Equal Employment Opportunity Guidelines (28 C.F.R. 42.301, et seq.) and that it is on file in the office of:

Office: Human Resources Director
 Name: Cathy Brown
 Title: Human Resources Director
 Address: City of Henderson 134 Rose Avenue Henderson, NC 27536
 Telephone: (252)431-6000

C. Certification of Submission of Annual Audit:

- The project director certifies that a copy of the annual audit will be submitted to the Office of the State Auditor and the Governor's Crime Commission, as required by General Statute 143C-6-23. NOTE: If you receive, expend, or obligate over \$500,000 in State and Federal pass-through grants funds received directly from a State agency, then you must file a "yellow book" audit, done by a CPA, with your funding agencies and with the Office of State Budget and Management.

D. Certification of Submission of Current Annual Operating Budget:

- The project director certifies that a copy of the implementing agency's current annual operating budget will be submitted upon request.

E. Certification that Applicant is Eligible to Receive Federal Funds:

- The project director certifies that neither the grant applicant nor any of its officers, directors or consultants are presently debarred, proposed for debarment, suspended, declared ineligible or voluntarily excluded from receiving federal funds. [If the director cannot make this certification, an explanation must be attached. If this certification cannot be provided, the applicant will not necessarily be denied participation in this program. The certification or explanation will be considered in connection with the determination by the Governor's Crime Commission as to whether or not to approve the application. However, if neither the certification nor an explanation is provided, the application will be rejected.]

F. Certification Regarding Lobbying: (for agencies receiving \$100,000 or more)

- The project director certifies that (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any agreement; (2) if any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the project director shall complete and submit Standard Form #LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

G. Drug Free Workplace Compliance: (for state agencies only)

- The project director certifies that (1) a drug-free workplace awareness program was held on and/or will be held annually on which all grant project employees are required to attend; (2) a copy of the agenda of that program, including an attendance sheet signed by all employees, will be provided to the Governor's Crime Commission; (3) a statement will be published notifying employees that any unlawful involvement with a controlled substance is prohibited in the grantees workplace and that specific actions will be taken against employees who violate this rule; (4) all employees will receive a copy of this notice; (5) all employees must agree to abide by the statement and to notify the applicant of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction; (6) within 10 days of receiving such notice, the applicant will inform the Governor's Crime Commission of an employee's conviction; (7) any employee so convicted will be disciplined or required to complete a drug abuse treatment program; and (8) the applicant will make a good faith effort to maintain a drug-free workplace, in accordance with the requirements of Sections 5153 and 5154 of the Anti-Drug Abuse Act of 1988 and Sections 8103 and 8104 of Title 41 of the United States Code.

H. Certification of Compliance with General Statute 114-10.01: (for law enforcement agencies only)

- The project director certifies that the implementing agency is presently in compliance and will remain in compliance with the traffic stop reporting provisions of General Statute 114-10.01 for the duration of the funded project. An agency may be in compliance with the reporting provisions of General Statute 114-10.01 where traffic stops are reported to the Division of Criminal Information, North Carolina Department of Justice, or where the agency does not meet any of the statutory criteria requiring the reporting of stops. A listing of law enforcement agencies currently required to report traffic stop information may be found at <http://www.ncdoj.gov/AgenciesRequiredList.aspx>.

I. IRS Form 990 and IRS Form 990-EZ:

- The project director certifies that the most recently-filed IRS Form 990 ("Return of Organization Exempt From Income Tax") or IRS Form 990-EZ ("Short Form Return of Organization Exempt from Income Tax") for the implementing agency has been uploaded with this project application as one or more pdf (Portable Document Format) attachments.

The project director certifies that neither an IRS Form 990 nor an IRS Form 990-EZ has been uploaded with this project application for the following reason:

- The implementing agency is not a nonprofit organization.
 The implementing agency is a nonprofit organization that is exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ.
 The implementing agency is a nonprofit organization that is not exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ and that has not to-date

https: Filed an IRS Form 990 or IRS Form 990-EZ

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CITY OF HENDERSON

INTERNAL PROCESS TO DECIDE WHETHER GRANT APPLICATION IS APPROPRIATE

Department: Police

Staff Contacts: Captain P.L. Twisdale; Lieutenant Chris Ball; Sgt. Tony Pendergrass

Funding Source: NC Governor's Crime Commission FY 2016-2017

Grant/Project Name: HPD Mobile Reporting System Upgrade

Date Application Due: 01/30/2016 *(The online application has been saved. The grant's signature forms must be received in the GCC office by 5 p.m. 01/30/2016).*

PLEASE NOTE: The NC "GEMS" Grant online program will require the City Manager (Authorizing Official) and Finance Director (Financial Point of Contact) to approve the submission online after the submission by the Project Director.

Brief Project Summary:

This grant will pay for 75% of the cost to purchase equipment to update Police Radios, In-car Mobile Data Terminals, Data Storage, Mapping and Pawn Ticket tracking. The total budget for this project is \$48,145.00. The grant match of 25% will be \$12,036.25

Maximum amount available from Funding Source: There is a maximum amount of \$60,000 per application in this solicitation. The grant requires a 25% cash and/or in-kind match.

Anticipated Award Notification Date: 04/01/2016

Anticipated Grant Term: Start Date: 10/01/2016
Finish Date: 09/30/2017

Amount to be requested: \$48,145

Does the amount of the match requirement or other grant requirements necessitate City Council approval prior to the award? Yes X No

As the grant would be in effect for Fiscal Year 2016-2017 the grant match funding and in-kind match will be included in the Henderson Police Department's Annual Budget Request and can be approved by Council at that time.

Eligible types of match: Cash. We anticipate to budget 25% cash match.

If the match is cash, where will the match come from?

We anticipate requesting the cash match for this grant \$12,036.25 as part of the 2016-2017 Police Department budget based on the grant's pre-acceptance.

Is this project a cash award or X reimbursement (or drawdown)?

This project is a reimbursement account and would require a project budget and account. Reimbursements are submitted as expenditures are made.

If this is a reimbursement grant, will funds be available? Yes.

Is this project included in:

Departmental Budget	No
Capital Improvements Plan	Yes

This grant will be included in the Fiscal Year 2016-2017 Budget.

Grant funds will be used for the following:

Equipment – Funding under this grant is requested to purchase:

- 6) New VIPER Mobile Radios and Portable Radios for Police Patrol Officers;
- 7) New Mobile In-Car Computer workstations with enhanced network and internet security to be used to access state and federal criminal justice databases DCI/NCIC, CJLEADS, NCAWARE, NC AOC and other databases;
- 8) Expanded data storage for agency reports, images and files;
- 9) Updated Mapping software to help map out areas where crimes and incidents occur;
- 10) Updated Records Management System Pawn Ticket Tracking to allow better notifications when missing or stolen property is received in Pawn Shops.

How will the program be funded after the grant expires?

There will be no recurring cost for this program (other than minor equipment repairs).

If the department receives only a portion of the amount requested, how will the project be funded?

The grant application is requesting the full amount for this project.

Some additional questions to consider:

Are any other departments within the City of Henderson eligible for this funding?

No. This request is being made under Law Enforcement Funding and other City departments are not eligible.

Are any other departments within the City of Henderson willing to collaborate on this project?

This is a Law Enforcement only project grant.

Will this project duplicate or compete with another service or program provided by the City of Henderson or other local agency?

No. As the primary law enforcement agency for the City of Henderson, our enforcement services are not duplicated or competitive with other agencies in this area.

City Council Action Form

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



Council Meeting: 11 January 2016

4 January 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council

FR: Frank Frazier, City Manager

RE: CAF: 16-08

Consideration of Approval of Ordinance 16-02, Amending the Zoning Map to Rezone the Properties Located on St. Matthews Street from B2A (Highway Commercial) to R8M (Moderate to High Density Residential-HUD Code).

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Ordinance 16-02, Amending the Zoning Map to rezone properties located on St. Matthews Street from B-2A (Highway Commercial) to R-8M (Moderate to High Density Residential-HUD Code).

Executive Summary:

The Zoning Board of Adjustment recommended the Planning Board study rezoning all the properties located on St. Matthews Street. The current Zoning District is B-2A “Highway Commercial A”; however, the properties are either residential or formerly residential but now vacant. B-2A is normally for business uses that have a minimum lot requirement of 15,000 SF. The average size lot on St. Matthews Street is 8,000 to 10,000 SF.; therefore, B-2A zoning designation creates an issue of nonconformity and could have a negative impact on residential development for the St Matthew Street area.

This issue was brought before the Board of Adjustment, which involved a special use permit, and a variance request by Oakwood Homes to replace a dwelling deemed uninhabitable by fire with a 1344 square foot mobile home located at 2135 St Matthews Street. The Board approved the request on the grounds that the home was destroyed by fire within the last 365 days.

The Planning Board held a public hearing on December 7, 2015, regarding rezoning the properties on St. Matthews Street. Residents of the area expressed concerns of abandoned and burned out homes but had no problem with rezoning the properties from B-2A to R-8M Moderate to High Density Residential.

The Planning Board approved this recommendation with a unanimous vote during its December 7, 2015 meeting.

Attachments:

1. Ordinance 16-02
2. Planning Board Minutes
3. Proposed Rezoning Map
4. List of Adjacent Land Owners (Table)

ORDINANCE 16-02

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

AN ORDINANCE REZONING ALL PROPERTIES LOCATED ON ST. MATTHEWS STREET FROM B-2A (HIGHWAY COMMERCIAL) TO R-8M (MODERATE TO HIGH DENSITY RESIDENTIAL-HUD CODE).

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

Section 1: That the official zoning map of the City of Henderson (incorporated by reference in City Code) is hereby amended by rezoning the following properties located on St. Matthews Street from B-2A to R-8M.

Physical Address	Vance County Parcel ID	Lot Size / Acres
125 FT ST. MATTHEWS	0066 04015	0.57
2265 ST. MATTHEWS ST	0067 01010	0.19
200 FT ST. MATTHEWS ST.	0065 04002	0.32
2269 ST. MATTHEWS ST.	0067 01011	0.21
ST. MATTHEWS ST.	0066 04012	0.30
100 FT. RALEIGH ROAD	0066 04014	0.42
50FT ST. MATTHEWS	0067 01006	0.17
50FT ST. MATTHEWS	0067 01007	0.17
2215 ST. MATTHEWS ST	0066 05005	0.23
50 FT. ST. MATTHEWS	0066 05006	0.12
2221 ST. MATTHEWS ST	0066 05007	0.26
2125 ST MATTHEWS ST	0065 04003	0.26
2132 ST. MATTHEWS ST	0066 04016	0.33
ST MATTHEWS ST.	0065 02006	0.14
ST. MATTHEWS ST.	0065 04001	0.44
ST MATTHEWS ST	0065 03001	0.10
ST MATTHEWS ST	0065 03009	0.30
2261 ST MATTHEWS ST	0067 01009	0.18
2275 ST. MATTHEWS ST	0067 01013	0.22
ST MATTHEWS ST	0066 04011	0.22
2227 ST MATTHEWS ST.	0067 01001	0.14
ST MATTHEWS ST.	0067 01002	0.14
ST. MATTHEWS ST.	0065 02001	0.66
2130 ST MATTHEW ST	0066 04017	0.09

2129 ST MATTHEWS ST	0066 05001	0.27
2135 ST. MATTHEWS ST	0066 05002	0.20
RALEIGH ROAD	0066 04018	0.09
55FT ST. MATTHEWS	0067 01015	0.22
ST. MATTHEWS ST.	0067 01004	0.15
2271 ST. MATTHEWS ST	0067 01012	0.20
2243 ST.MATHEWS ST.	0067 01005	0.37
2277 ST. MATTHEWS	0067 01014	0.46
181 FT. ST. MATTHEWS	0066 05003	0.37
ST. MATTHEWS ST.	0066 05004	0.38
2229 ST MATTHEWS ST	0067 01003	0.29
2257 ST MATTHEWS ST	0067 01008	0.18
2126 ST MATTHEWS ST	0065 03008	0.33

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

The foregoing Ordinance 16-02 _____, upon motion of Council member _____ and seconded by Council Member _____, and having been submitted to a roll call vote and received the following votes and was **APPROVED/DISAPPROVED** on this the ____ day of _____, 2016: YES: . NO: . ABSTAIN: . ABSENT:

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

Rix D. Edwards, City Attorney

*Reference: Minute Book 4**, p. **.*



City of Henderson

Planning and Community Development Department

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

1434

Phone: (252) 430-5722

FAX: (252) 492-7935

**DRAFT MINUTES
HENDERSON PLANNING BOARD
MONDAY DECEMBER 7, 2015 – 3:30 P.M.
CITY HALL – COUNCIL CHAMBERS**

Members Present – Michael Rainey, Jimmie Ayscue, Keith Coffey (Alternate), Phil Walters, Arnold Bullock.

Members Absent – Rick Easter, Arthur Henderson, Horace Bullock, Marguerite Anduze

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

- **CALL TO ORDER** – Meeting was called to order by Chairman M Rainey. Roll was called. A quorum was present.
- **APPROVAL OF MINUTES**: Minutes were approved for October 12, 2015 by a vote of 5-0. The motion was made by Mr. Jimmie Ayscue and seconded by Mr. Phil Walters.
- **PUBLIC HEARING**
 - **Case (PB12-15): Public Hearing: Recommendation to rezone all properties located on St Matthews Street from B2A (Highway Commercial) to R8M (Moderate to High Density Residential-HUD Code).**

Mr. Robert Harris (Planner) introduced the item and explained to the Planning Board the history of the property. The Zoning Board of Adjustment recommended to the Planning Board to study rezoning all properties located on St. Matthews Street. The current Zoning District is B2A “Highway Commercial”. This zoning designation creates an issue of nonconformity and could have a negative impact on any future projects. For example, if you decided one day to expand your primary residence, the planning department cannot issue a zoning permit because of the nonconformity.

This issue was brought to light due to a case the Board of Adjustment approved which involved a special use permit and a variance by Oakwood Homes to replace a dwelling deemed uninhabitable by fire with a 1344 square foot mobile home located at 2135 St Matthews Street. The surrounding properties on Hawkins Drive, Yancey Lane, Lincoln Avenue, and Nicholas Street are currently zoned R8M (Moderate to High Density Residential-HUD Code).

To remove the non-conformity, the Zoning Board of Adjustment recommended to the Planning Board to rezone all of St. Matthews Street to a residential district.

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

Mr. Corey Williams (Development Services Director) explained to the general public the purpose of rezoning St. Matthews Street and why you received a letter. The citizens communicated with Mr. Williams on their concerns. The concerns were: the city's intention with regard to dilapidated housing, the affect rezoning will have on the property value and taxes, and the ability of city staff to expand this new designation to include additional parcels located on Elise and Center Streets.

Mr. Rainey explained to the citizens the Planning Board is trying to protect the landowners from commercial development and the current zoning will not allow the property owner to construct a residential dwelling. The rezoning change will allow the property owner to construct a residential dwelling on their property.

No one spoke for or against the rezoning request. However, those in attendance collectively agreed to support the rezoning.

Mr. Rainey closed the public hearing.

A motion was made by Mr. Jimmie Ayscue and second by Mr. Arnold Bullock to approve the rezoning. It was a unanimous vote.

January 11, 2016 is when the City Council will take action on the rezoning case. Mr. Williams communicated with the citizens and explained the role of the Planning Board and the City Council.

- The 2016 Planning Board Schedule was the next item discussed. Mr. Williams explained starting next year the City Council will only meet the second Monday of each month. The Planning Staff changed the meeting date to the third Monday of the month to meet City Council request.

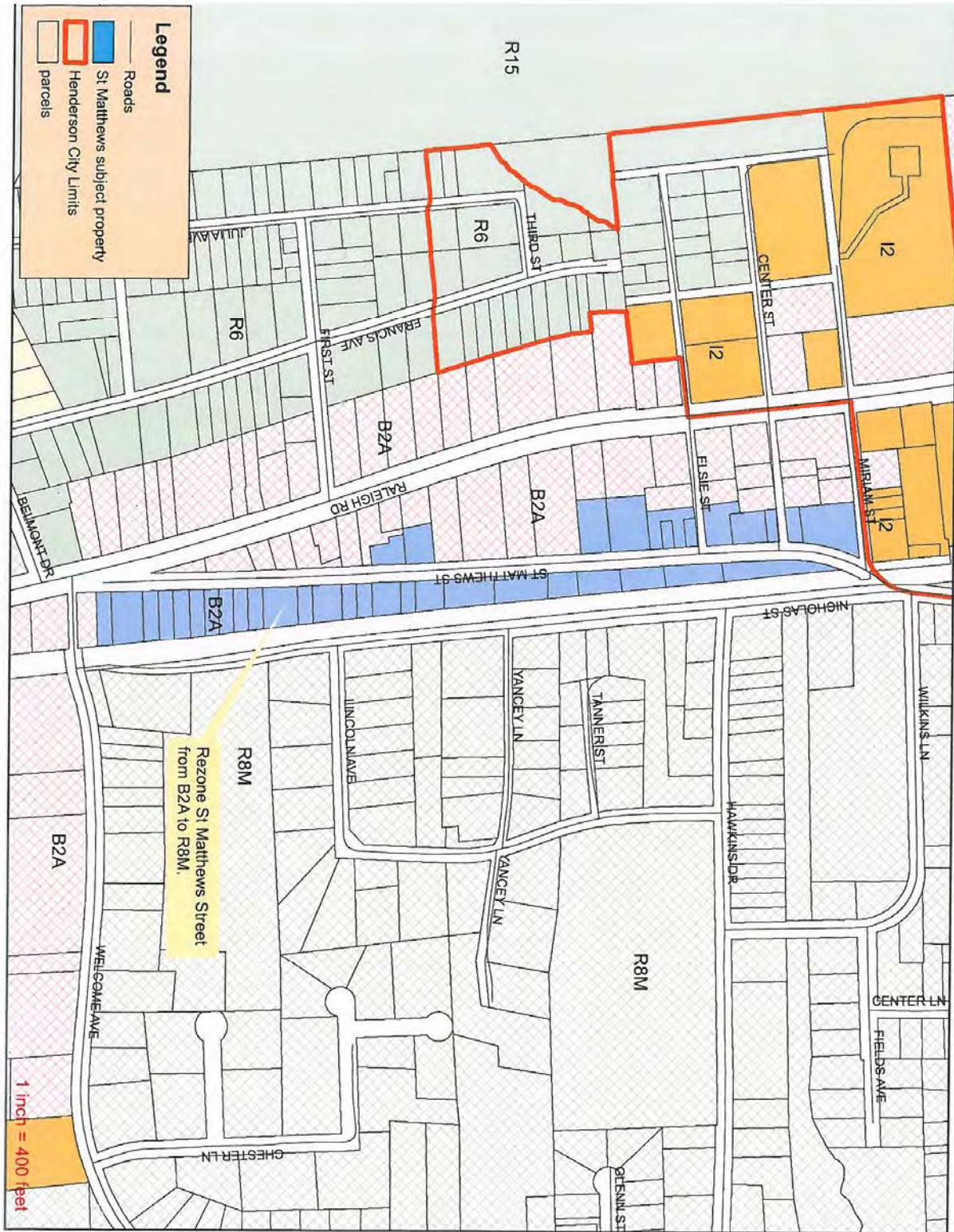
ADJOURNMENT:

At 4:00 PM a motion to adjourn the meeting was made by Mr. Keith Coffey and second by Mr. Jimmie Ayscue. The motion was carried.

NEXT MEETING: Tuesday, January 19, 2016 @ 3:30 PM

Minutes respectfully submitted by
Robert Harris
Planner

Proposed Rezoning Map



List of Adjacent Property Owners

ST MATTHEWS ST Adjacent Property Owners		OWNNAME1	OWNNAME2	OWNADD1	OWNADD2	CITY	STATE	ZIP
ADCOX STEVEN R SR				1633 BOBBITT RD		KITRELL	NC	27544
BAKER JANE N				1821 RALEIGH RD		HENDERSON	NC	27536
BROOKS CHRISTOPHER		BROOKS DESIREE		1915 RALEIGH ROAD		HENDERSON	NC	27536
BROOKS DEBORAH				1815 RALEIGH ROAD		HENDERSON	NC	27536
BROWN CAGER MIKE		BROWN KATHERIN		168 LAKEWOOD NEW EGYPT RD		LAKEWOOD	NJ	08701
BURNETTE DEBORAH SHARPE		BURNETTE DONALD R JR		1729 RALEIGH RD		HENDERSON	NC	27536
BURWELL CLARENCE D				119 CENTER ST		HENDERSON	NC	27536
BLOSS RICHARD				851 STATE ST		HENDERSON	NC	27536
BROOKS CHAPEL AME ZION CHURCH				PO BOX 1056		HENDERSON	NC	27536
BOUSIN LAWRENCE		COUSIN MARY		C*O VICKIE BROWNSON	510 HAWKINS DR	HENDERSON	NC	27536
DAVIS WILLIAM T. HEIRS				% JAN GRAVES	5408 CHILLUM PLACE, N. E.	WASHINGTON	DC	20011
DRAKEFORD FREDDIE		DRAKEFORD BARBARA		25 CLARE DR		HENDERSON	NC	27537
EATON GEORGE T JR				336 LINCOLN AVE		HENDERSON	NC	27536
FOSTER JOHN HOMES INC				P O BOX 1208		HENDERSON	NC	27536
FUPTON ALVIN D				324 S GARNETT ST		HENDERSON	NC	27536
HOWARD GERALDINE				900 WEST END AVE.,APT. 8D		NEW YORK	NY	10025
MPBTF LLC				P O BOX 1208		HENDERSON	NC	27536
FEARNEY CAROLYN V				1925 RALEIGH RD		HENDERSON	NC	27536
FEARNEY HAROLD				1948 JULIA AVE.		HENDERSON	NC	27536
FANDIS WARREN B.				632 HIGH VIEW LN		CHATHAM	VA	24531
FARROW ARTHANIEL JR				PO BOX 122		HENDERSON	NC	27536
MITCHELL BRIAN J		MITCHELL JOSEPH		1715 RALEIGH ROAD		HENDERSON	NC	27537
WELSON SUSIE				119 CENTER ST		HENDERSON	NC	27536
NEW REPUBLIC SAVINGS BANK				P. O. BOX 700		ROANOKE RAPIDS	NC	27870
FERRY CONNIE				306 YANCEY LANE		HENDERSON	NC	27536
ROYSTER HAROLD A		ROYSTER BARBARA		334 CEDAR ROCK LN		HENDERSON	NC	27537
LUBIO NAZARIO				1727 RALEIGH RD.		HENDERSON	NC	27536
THOMAS ROBERT LJR		THOMAS MABEL		1809 NICHOLAS ST		HENDERSON	NC	27536
TURNER PORTIA WILLIAMS				77 FOXHIRE DR		HENDERSON	NC	27537
ANCE COUNTY				122 YOUNG ST STE B		HENDERSON	NC	27536
VEREEN IDELLA HEIRS				% DAVID D. VEREEN, JR.	208 WILKINS LANE	HENDERSON	NC	27536
WATSON PATTIE G		C*O RICHARD CLOSS		851 STATE ST		HENDERSON	NC	27536
WESTWARD PROPERTIES LLC				PO BOX 963		HENDERSON	NC	27536
WILLIAMS KITIE M.				1923 NICHOLAS ST.		HENDERSON	NC	27536

City Council Action Form

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



Council Meeting: 11 Jan 2016 Regular Meeting

6 January 2015

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

FR: Frank Frazier, City Manager

RE: **CAF: 16-24**

Consideration of Approval of Resolution 16-07, Authorizing the Sale of a Parcel of City Owned Land on Southerland Mill Road in Warren County and to Advertise for Upset Bids Per North Carolina General Statute 160A-269.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

Recommendation:

- Approval of Resolution 16-07, Authorizing the Sale of a Parcel of City Owned Land on Southerland Mill Road in Warren County and to Advertise for Upset Bids Per North Carolina General Statute 160A-269.

Executive Summary:

The Land Planning Committee met on January 6, 2016 to consider an offer to purchase the City owned property in Warren County on Southerland Mill Road. The undeveloped property has been owned by the City since the 1970's and is approximately 50 acres. The offer comes from Caymus Properties, LLC in the amount of \$41,000. The appraisal performed for the City in 2009 indicates the fair market value at \$75,000.

After discussion, it is the recommendation of the Land Planning Committee to approve a Resolution of Intent to sell and proceed with advertising for upset bids. This recommendation is made with the understanding that once the upset bid period is complete, this offer will be brought back before Council for final acceptance or rejection as stated in North Carolina G.S. §160A-269. The buyer of the property will be responsible for any cost associated with the sale such as advertising and attorney fees.

Attachments:

1. Resolution 16-07
2. Map of Proposed Parcel

CAF 16-24: 11 January 2016 Council Meeting

Page 1 of 7

RESOLUTION 16-07

AUTHORIZING THE SALE OF A PARCEL OF CITY OWNED LAND ON SOUTHERLAND MILL ROAD IN WARREN COUNTY AND ADVERTISING FOR UPSET BIDS PURSUANT TO NORTH CAROLINA GENERAL STATUTE (NCGS) 160A-269

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

WHEREAS, the City of Henderson (City) owns a tract of land, assigned PIN 2912030975 and described by the deed filed in Warren County Deed Book 294, Page 253-255; *and*

WHEREAS, Caymus Properties, LLC has offered to purchase said tract of land “As Is” for the sum of \$41,000 payable in cash, (see **Attachment A** to this Resolution) and has deposited with the City Clerk the sum of \$2,050, representing a good faith deposit; *and*

WHEREAS, the City proposes to accept this offer pursuant to the provisions of NCGS §160A-269.

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

- 1) Notice be advertised in accordance with NCGS §160A-269 noting City Council proposes to accept the above offer and solicit upset bids.
- 2) The City Clerk is hereby authorized to receive upset bids on said parcel of land within said 10 day period upon compliance with the Statute by the proposed purchaser and after depositing with the Clerk the sum of five percent (5%) of the bid.
3. Any person placing an upset bid must raise the preceding bid by an amount not less than 10 percent (10%) of the first \$1,000 of the preceding bid plus five percent (5%) of the excess of the preceding bid over the sum of \$1,000.
4. City Council reserves the right at any time to reject any and all offers.
5. The sale shall be closed at a mutually agreeable date within 30 days after the City accepts an offer or upset bid, at which time the balance purchase price after application of the deposit on the same shall be paid in cash and a “Non-Warranty” Deed delivered to the purchaser by the City conveying the parcel in fee simple after all closing costs are paid by the prospective buyer.

The foregoing Resolution 16-07, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote received the following votes and was ***** on this the ***day of _____2016: YES: . NO: . ABSTAIN: . ABSENT:

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book 44, pp. **, CAF 16-24*

NORTH CAROLINA
COUNTY OF VANCE

OFFER TO PURCHASE
CITY OWNED PROPERTY

Caymus Properties LLC, (hereafter referred to as "Buyer"), hereby offers to purchase from the City of Henderson (hereafter referred to as the "City"), in accordance with the following terms and conditions, all that tract, lot or parcel of land together with any improvements located thereon, in Vance City, North Carolina, being known as and more particularly described as follows:

Warran
Vance City Register of Deeds Book 294, Page 253
Street Address: Southeast Mill Road

1. The Purchase Price Offer: The purchase price offered is \$ 41,000⁰⁰, plus the cost of publication as required by NCGS 160A-269, and shall be paid as follows:

- (a) \$ 2,050⁰⁰, (the greater of \$750 or 5% of the proposed purchase price) in cash, cashier's check or certified funds as a deposit, with the delivery of this offer, to be held by the City Clerk until the sale is closed at which time it will be credited to Buyer, or this agreement is otherwise terminated as herein provided.
- (b) \$ _____, plus the cost of publication, the balance of the purchase price, in cash, cashier's check or certified funds upon delivery of the Deed and the closing of this transaction.

2. Conditions.

- (a) In the event the City Council proposes to consider selling the property, this offer is conditioned upon there being no proper upset bid submitted within a ten (10) day period after notice of Buyer's offer has been published in a local newspaper in accordance with N.C.G.S. § 106A-269, and final acceptance or rejection of the highest bid by the City Council following the upset bid period.
- (b) If the sale is finally approved, title will be delivered at closing by Non-Warranty Deed. Title to the property hereinabove described is subject to all exceptions, including liens, encumbrances, ad valorem taxes, assessments, zoning regulations, restrictive covenants, access, utility and or conservation easements, rights of others in possession, and all other matters of record.
- (c) Other Conditions: The buyer represents that all Ad Valorem Property Taxes owed by the buyer, or any business entity the buyer or the buyer's shareholders or members have an ownership interest in have been paid in full. The City Council reserves the right to reject all bids, including yours, in its final resolution

3. Closing. Each party hereby agrees to execute any and all documents or papers that may be necessary in connections with the transfer of title. Final settlement shall be made on or before 30

days following any resolution approving the final bid at a place designated by City with the Non Warranty Deed made out in the name(s) of Caymans Properties LLC.

4. **Possession.** Buyer takes the property subject to all then existing leases and rights of others in possession, if any, or other matters or exceptions to title.
5. **Deposit.** In the event this offer is not accepted, or in the event that any of the conditions hereby are not satisfied, or in the event of a breach of this contract by City, then the deposit shall be returned to the Buyer, and such return shall be the extent of Buyer's remedies. In the event that Buyer withdraws this offer and fails to proceed with the execution of this agreement according to its terms for any reason, the Buyer will forfeit the deposit held by the City in Section 1 of this agreement. Said forfeiture shall not affect any other remedies available to City for such breach.
6. **New Loan.** Buyer shall be responsible for all charges made to Buyer with respect to any new loan obtained by Buyer, and City shall have no obligation to pay any discount fee or other charge in connection therewith unless specifically set forth in this contract.
7. **Closing Expenses.** Buyer shall pay for the first required legal advertisement for upset bids. At closing, Buyer shall pay for the preparation and recording of a deed, and for preparation and recording of all instruments required for any loan needed by Buyer from third parties. In addition, Buyer may have prepared, at Buyer's option and sole expense, any appraisal or survey of the property, any title examination and title opinion, and any termite inspection Buyer may desire. The property shall be made available at reasonable times for Buyer to perform or to have performed the above-mentioned items.
8. **Assignments.** This offer may not be assigned without the written consent of all parties, but if the same is assigned by agreement, then the same shall be binding on the assignee and his/her heirs.
9. **Termination of Offer.** This offer shall be terminated if not acted upon by the City Council within ninety (90) days of the date of this offer or upon being upset by a proper bid in accordance with N.C.G.S. § 160A-269. City reserves the right to reject any offer (including this one) at any time before closing.
10. **Condition of Improvements and Premises:** City makes no warranties or guarantees regarding the condition of the improvements on the property. Buyer takes the premises in "AS IS" condition without warranty from the City. Buyer stipulates that Buyer has had full opportunity to inspect the premises and Buyer stipulates that Buyer is accepting the improvements in "as is-where is" condition. After closing to Buyer, Buyer shall hold City harmless for any claims, suits, damages or causes of action resulting from an occurring on the property as a result of the condition of any of the improvements.
11. **Environmental:** City makes no representation of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, and also including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to

Section 311 of the Clean Water Act of 1977 (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. § 1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601). Unless otherwise noted, City has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts. Buyer shall be responsible for all environmental issues that may arise after the consummation of this contract, and further agrees to indemnify the City for all expenses arising out of any attempts by others to enforce any requirements of remediation or clean upon this City. This duty shall survive the closing.

12. **Parties:** This contract shall be binding and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular shall include the plural.
13. **Terminology.** As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
14. **Entire Agreement.** Buyer hereby acknowledges that Buyer has inspected the above-described property, that no representation or inducements have been made other than those expressed herein, and that this contract contains the entire agreement between all parties hereto. All charges, additions, or deletions hereby must be in writing and signed by all parties.
15. **Counterparts.** This offer may be executed in two counterparts with an executed counterpart being retained by each party hereto.
16. **Governing Law & Forum.** This Agreement shall be deemed to have been made in the State of North Carolina, and its validity, construction and effect shall be governed by the laws of the State of North Carolina. The parties hereto agree that any action brought by either party to enforce or interpret the terms of this Agreement shall be filed in the Superior Court of Vance County, State of North Carolina (which shall be the "exclusive jurisdiction").

Date of Offer: 12-21 2015.

John Roger
Buyer

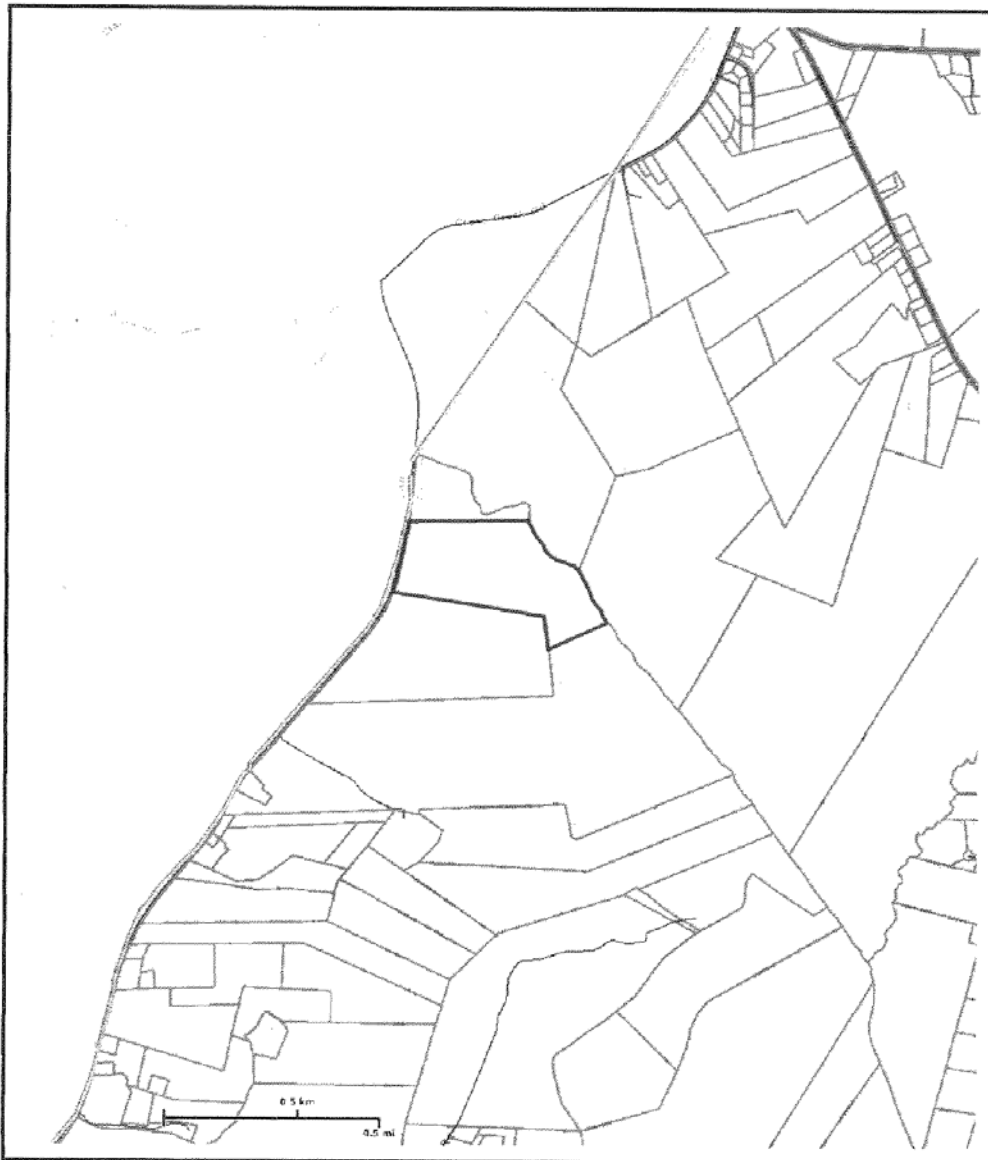
Buyer

Acknowledgment of Receipt of Deposit:

I, _____, City Clerk or her designee, hereby acknowledge receipt of the deposit in the amount of \$ _____ as set forth herein in accordance with the terms hereof.

Date: _____

Title: _____



City of Henderson

Disclaimer- NO WARRANTY for the availability or accuracy is provided.

Printed: Dec 02, 2015

Meetings and Events Calendar

All Regularly Scheduled Council Meetings are held on the 2nd Monday of the Month

Date	Time	Event	Location
Jan 14 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
Jan 18th	City Hall Closed	Martin Luther King Jr. Birthday	City Hall Closed
Jan 19 th	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Jan 29 th	10:00 AM	Henderson-Vance E-911 Advisory Board Meeting	E-911 Operations Center
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	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Mar 1 st	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
Mar 10 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
Mar 14 th	5:00 PM	Perry Memorial Library Advisory Board Meeting	Perry Memorial Library
Mar 14 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Mar 21 st	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Mar 25th	City Hall Closed	Good Friday	City Hall Closed
Apr 5 th	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
Apr 11 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room
April 11 th	6:00 PM	City Council Regular Meeting	City Council Chambers
April 14 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
April 18 th	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
May 3 rd	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
May 9 th	5:00 PM	Perry Memorial Library Advisory Board Meeting	Perry Memorial Library
May 9 th	6:00 PM	City Council Regular Meeting	City Council Chambers
May 12 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
May 16 th	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
May 27 th	10:00 AM	Henderson-Vance E-911 Advisory Board Meeting	E-911 Operations Center
June 7 th	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
June 13 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room

Last Updated 5 January 2015

City Council Memo

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



Agenda Item: _____

Council Meeting: 11 Jan 2016 Work Session

6 January 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council

FR: Frank W. Frazier, City Manager

RE: CM: 16-01

Consideration of Approving the Submission of an Application to the Division of Environmental Quality (DEQ) for a Technical Assistance Grant

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- KSO 5: Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems.
- KSO 8: Provide Sufficient Funding for Municipal Services.

Executive Summary:

Technical Assistance Grant

The City of Henderson has performed numerous studies on inflow and infiltration (I&I) into the sewer collection system. The result of these studies in conjunction with sewer rehabilitation projects has led to significant reductions in sanitary sewer overflows (SSO), especially in the Sandy Creek Basin. The studies have identified over 40 million dollars in rehabilitation work and led to a dedicated crew in the public service department to review and address the inflow and infiltration issues. The previous rehabilitation work targeted large segments of the collection system versus a surgical approach to these problems. The city was able to reduce the number of SSOs through a combination of sewer replacement and point repairs, where the largest portions of the I&I was removed through point repairs (i.e. removing rain gutters tied to the collection system, inserting pans in the top of manholes and isolating storm sewer connections to the sanitary sewer.)

The State has appropriated money to permit municipalities the opportunity to begin the process of implementing an asset management system and developing technical systems to better manage these systems. The Engineering department has begun the process of inputting data into the asset management system and into a sewer model but have only completed a small portion of this

CM 16-01: 11 January 2016 Council Meeting

Page 1 of 2

work. Work that needs to be added to the asset management software includes when the sewer was constructed, the materials used and a current assessment of the condition of the system. The engineering department has begun the process of data input into the model but on a very limited scale. The input data includes sewer main size, grade of sewer, top of manholes, installation dates, condition of sewer based on old records, rainfall data, and flow monitoring data to name a few of the attributes of interest. A Technical Assistance Grant (TAG) will permit the city to work in conjunction with a consultant to collect and input this data into a sewer model as well as our new asset management software to allow us to surgically identify and correct the problems and identify future work that can be placed on our Capital Improvement Plan. The intent of the assessment is to identify improvements that can tighten the system and convey the wastewater in an efficient manner to the wastewater treatment plant, as well as provide a working model of the collection system to provide alternative scenarios with respect to identifying and resolving bottle necks in the collection system.

The state has placed a priority on this type of work and has increased the available funding from the previous \$50,000 cap to a new \$150,000 cap on these grants. The Division of Water Infrastructure's goal to identify high quality projects that provide the most bang for the buck" and to place these projects on a 10 year capital improvement plan. Selection will be based on municipalities with low income with a priority given to those communities that have been willing to accept loans for infrastructure projects over communities that rely 100% on grants. This type of rating system will significantly improve Henderson's chances of securing funding for this grant. The grant application is due April 29, 2016. There is no match required by the city; however, it will improve our ranking with respect to other applicants.

It is recommended that the City Council authorize staff to proceed with an application for this funding. At this time an engineer has not been selected to help with the application and associated work; however, this will be brought back to Council in the near future for further consideration regarding an on-call services contract for engineering services.