



AGENDA

Henderson City Council Regular Meeting; Short Meeting

Monday, 23 April 2012, 6:00 p.m.

R. G. (Chick) Young, Jr. Council Chambers, Municipal Building

134 Rose Avenue

Henderson, North Carolina

Mayor and City Council Members

Mayor James D. O'Geary, Presiding

Councilmember James C. Kearney, Jr.

Councilmember Sara M. Coffey

Councilmember Michael C. Inscoc

Councilmember D. Michael Rainey

Councilmember Brenda G. Peace—Jenkins

Councilmember Garry D. Daeke

Councilmember Lonnie Davis, Jr.

Councilmember George M. Daye

City Officials

A. Ray Griffin, Jr., City Manager

John H. Zollicoffer, Jr., City Attorney

Esther J. McCrackin, City Clerk

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION AND PLEDGE OF ALLEGIANCE

IV. OPENING REMARKS

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

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

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

V. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA

VI. APPROVAL OF MINUTES

a) 9 April 2012 Meeting [See Notebook Tab 1]

VII. RECOGNITIONS/PRESENTATIONS

- a) Leadership Vance Class of 2012 (Rachel Hedrick)*
- b) Week of the Young Child Presentation (Carolyn Paylor)*
- c) Comprehensive Transportation Plan (Mike Ciriello)*

VIII. PUBLIC HEARING

a) Consideration of CM 12-06, CDBG Infrastructure Hook-Up Grant. (See Notebook Tab 2)

- Public Hearing

IX. PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

X. NEW BUSINESS

a) Consideration of Approval of Resolution 12-35, Awarding Audit Contract for FY 11-12. (CAF 12-56) [See Notebook Tab 3]

- Resolution 12-35

b) Consideration of Approval of Tax Releases and Refunds from Vance County for the Months of March 2011, April 2011, May 2011 and June 2011. (CAF 12-12) [See Notebook Tab 4]

c) Consideration of Approval of Resolution 12-11, Endorsing the Vance County Hazard Mitigation Plan. (CAF 12-30) [See Notebook Tab 5]

- Resolution 12-11

d) Consideration of Approval of Resolution 12-37, Authorizing an Informal Bid Award for Birch Circle Storm Drain Repair to Harris Equipment Company in the Amount of \$39,640. (CAF 12-A-28) [See Notebook Tab 6]

- Resolution 12-37

- e) Consideration of Approval of Ordinance 12-A-19, Amending Sections of Zoning Codes for the City of Henderson to Provide for Bed & Breakfast Homes, and Ordinance 12-B-19, Amending Sections of Zoning Codes for the City of Henderson to Provide for Bed & Breakfast Inns. (CAF 12-A-33) [See Notebook Tab 7]
- Ordinance 12-A-19
 - Ordinance 12-B-19
- f) Consideration of Approval of 1) Ordinance 12-32, FY 11-12 Budget Amendment # 41, Amending CIP Sewer Fund 44: 2) Ordinance 12-33, FY 11-12 Budget Amendment # 42, Amending the CIP Powell Bill Fund 42 and Powell Bill Fund 11: 3) Ordinance 12-34, FY 11-12 Budget Amendment # 43, Amending CIP General Fund 41, General Fund 10 and Elmwood Cemetery Fund 5: 4) Ordinance 12-31, FY11-12 Budget Amendment #44, Amending the Regional Water Fund and the 2011 Revenue Refunding Bond Account: 5) Ordinance 12-35, FY 12-12 Budget Amendment #45, Amending Capital Reserves Utilities Fund 79 and Rate Stabilization Fund 79. (CAF 12-55) [See Notebook Tab 8]
- Ordinance 12-32
 - Ordinance 12-33
 - Ordinance 12-34
 - Ordinance 12-31
 - Ordinance 12-35
- g) Consideration of Approval of Resolution 12-38, Awarding a Contract with ECS Carolinas, LLP Relative to Subsurface Exploration and Geotechnical Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility. (CAF 12-59) [See Notebook Tab 9]
- Resolution 12-38

XI. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

³ Citizen Comment Guidelines

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;

XII. REPORTS

- a)** Mayor/Mayor Pro-Tem
- b)** City Manager
- c)** City Attorney
- d)** City Clerk
 - i. Calendar Notes and Schedule Update *[See Notebook Tab 10]*
 - ii. Code Compliance Department Report
 - iii. Child Abuse Month Proclamation
 - iv. Public Health Month
 - v. Week of the Young Child

ADJOURNMENT

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

City Council Minutes--*DRAFT*

Regular Meeting

9 April 2012

PRESENT

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

ABSENT

None.

STAFF PRESENT

City Manager Ray Griffin, City Attorney John Zollicoffer, City Clerk Esther J. McCrackin, Assistant City Manager Frank Frazier, Finance Director Katherine C. Brafford, Planning Director Erris Dunston, Henderson Water Reclamation Facility Director Tom Spain and Captain Marcus Barrow.

CALL TO ORDER

The 9 April 2012 Regular Meeting of the Henderson City Council was called to order by Mayor James D. O'Geary at 6:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, and 134 Rose Avenue, Henderson, NC.

Mayor O'Geary began the meeting by saying it was good to have Council Members Peace-Jenkins and Davis back and he welcomed everyone to the meeting.

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Peace-Jenkins led those in attendance in the Lord's Prayer and the Pledge of Allegiance.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor O'Geary asked if there were any adjustments to the Agenda as presented. City Clerk McCrackin said a *Closed Session* would be added in accordance with G.S. §143-318.11(1)(3) for two (2) Attorney-Client matters. Council Member Peace-Jenkins asked for a personnel matter to be added to the Closed Session, in accordance with G.S. §143-318.11(1)(6). Council Member

Inscoe moved to accept the Agenda as adjusted. Motion seconded by Council Member Daye and unanimously approved.

APPROVAL OF MINUTES

Mayor O'Geary asked for any corrections to and/or approval of the minutes. Council Member Rainey moved the approval of the following minutes: 26 March Short Regular meeting and 26 March 2012 Work Session. Motion seconded by Council Member Coffey 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 regarding agenda matters.

NEW BUSINESS

Adopting Vance County's Language Access Plan. (*Reference: CAF: 12-485; Resolution 12-26*)

City Manager Griffin asked Planning Director Erris Dunston to review this issue. Ms. Dunston explained to be in compliance with Federal regulations, this Plan is a requirement to continue participating in Community Block Grant programs. She stated the City has received permission from Vance County Manager Jerry Ayscue to adopt the Vance County Language Access Plan and the County will provide translators when needed for oral and/or written translation of all vital documents required to provide housing rehabilitation services to limited English proficient citizens.

Council Member Rainey asked if this Plan required additional staff on the part of the City. Ms. Dunston responded no. If interpretation is needed, the County will provide translators with Spanish being the dominate language need.

Council Member Coffey asked if the term *citizen*, referred to anyone or only those holding US citizenship. Ms. Dunston responded any applicant would need to meet the requirements of each grant and City Attorney Zollicoffer concurred.

Council Member Kearney commented that he was comfortable with the Plan as presented.

With no further discussion, Mayor O'Geary asked for Council's pleasure.

Council Member Kearney moved the approval of Resolution 12-26, *Adopting Vance County's Language Access Plan*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Kearney, Inscoe, Rainey, Peace-Jenkins, Daeke, Davis and Daye. NO: Coffey. ABSTAIN: None. ABSENT: None. (*See Resolution Book 2, p. 301*)

Adopting Vance County's Fair Housing Plan. (Reference: CAF 12-47; Resolution 12-25)

City Manager Griffin asked Planning Director Erris Dunston to come forward to explain this issue. Ms. Dunston stated this plan is required by State and Federal government for continued participation in any Community Block Grant Programs. She said Vance County Manager Jerry Ayscue granted permission for the City to adopt the Vance County Fair Housing Plan. This Plan requires quarterly reporting and any complaints regarding Fair Housing will be directed to the County Administrator of the Fair Housing Plan, which is the County Manager or his designee.

Council Member Kearney asked if any reports had been generated as required by the Plan for March. Ms. Dunston said once the Plan is accepted she will receive reports which will ultimately come from the Council of Government (COG) as they have been designated as the Plan Administrator. City Manager Griffin said it was recommended by the COG and State officials that the County and City share one plan due to limited staffing. Mr. Kearney suggested initiative be taken by the City to ensure the Plan is carried out as written.

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

Council Member Coffey moved the approval of Resolution 12-25, *Adopting Vance County's Fair Housing Plan*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Peace-Jenkins, Daeke, Davis, Daye and Kearney NO: None ABSTAIN: None. ABSENT: None. (See Resolution Book 2, p 299)

Grant Application for Funding through the US Department of Justice BJA Justice Assistance Grant Program for 2012. Reference: CAF 12-45; Resolution 12-34)

City Manager Griffin asked Captain Marcus Barrow to provide Council the details of this issue. Captain Barrow stated this is a yearly request to the Department of Justice. This year, the requested amount is \$17,120 with \$10,272 (60%) going to fund overtime pay for officers of the Henderson Police Department and the remaining \$6,848 (40%) will go to the Vance County Sheriff's Department as required by the grant. The grant does not require a cash grant match. Captain Barrow said the anticipated date of acceptance is 1 July 2012 and the grant term is from 1 October 2012 to 30 September 2013.

Council Member Coffey asked if the application had already been submitted. Captain Barrow responded the pre-application had been completed and City Manager Griffin reminded Council that they had recently ratified submission of the pre-application.

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

Council Member Rainey moved the approval of Resolution 12-34, *Grant Application for Funding through the US Department of Justice BJA Justice Assistance Grant Program for 2012*. Motion seconded by Council Member Inscoe and APPROVED by the following vote: YES: Inscoe, Rainey, Peace-Jenkins, Daeke, Davis, Daye, Kearney and Coffey. NO: None. ABSTAIN: None. ABSENT: None. (See Resolution Book 2, p. 317)

Authorizing the Adoption of the Publicly Owned Treatment Works Asset Management Plan. *(Reference: CAF 12-43; Resolution 12-31)*

City Manager Griffin asked Assistant City Manager Frank Frazier to update Council on this issue. Assistant City Manager Frazier reminded Council that one of the requirements for receiving this State Revolving Fund Grant/Loan is to prepare and adopt an asset management plan. The plan combines the capital improvements plan, mapping of the existing sewer system and a listing of assets associated with the Henderson Water Reclamation Facility and Sanitary Sewer System. Mr. Frazier stated the plan will be adjusted regularly as projects are completed and components change. He also stated a debt ratio of 1 or more must be maintained. With Council's approval of this plan, the Sanitary Sewer Rehab Project is set to go out for bid on 1 May 2012.

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

Council Member Peace-Jenkins moved the approval of Resolution 12-31, *Authorizing the Adoption of the Publicly Owned Treatment Works Asset Management Plan*. Motion seconded by Council Member Rainey and APPROVED by the following vote: YES: Rainey, Peace-Jenkins, Daeke, Davis, Daye, Kearney, Coffey and Inscoc. NO: None. ABSTAIN: None. ABSENT: None. *(See Resolution Book 2, p. 311)*

1) Ordinance 12-27, FY 11-12 Budget Amendment #37, Amending General Fund 10 and Powell Bill Fund 11; 2) Ordinance 12-28, FY 11-12 Budget Amendment #38, Amending Water Fund 30 and CIP Water Fund 32; 3) Ordinance 12-29, FY 11-12, Budget Amendment #39, Amending the CIP Regional Water Fund 46. *(Reference: CAF 12-54, Ordinance 12-27, 12-28 and 12-29)*

City Manager Griffin explained these items are housekeeping matters to bring budgetary items into alignment by: 1) bringing the Powell Bill Fund into balance with actual receipts from the State vs. budgeted estimates; 2) reconciling completed projects and authorizing close out procedures for the Water Fund and CIP Water Fund. It also covers unanticipated expenditures in excess of budget due to the large water breaks on Shirley Drive and at the Glass Plant off US Hwy #1; and 3) allocating unbudgeted revenue in the fund to the 20MGD contingency fund and reconciles the ongoing projects.

Council Member Coffey asked for an explanation of the \$490,948 reduction with the Powell Bill, and City Manager Griffin explained the funds were never received so there was nothing to be refunded but this purely brought the item into balance. Mr. Griffin went on to explain funds from the Powell Bill have to be received in Fund 11 but are spent from Fund 10.

Council Member Daeke made a comment about the many phone calls he receives from citizens regarding needed street work and said the quarter of a million spent on Shirley Drive is an indication of where the money goes.

Mayor O'Geary then asked for the pleasure of Council.

Council Member Peace-Jenkins moved the approval of Ordinances 12-27, 12-28 and 12-29, *Ordinance 12-27, FY 11-12 Budget Amendment #37, Amending General Fund 10 and Powell Bill Fund 11*; 2) *Ordinance 12-28, FY 11-12 Budget Amendment #38, Amending Water Fund 30 and CIP Water Fund 32*; 3) *Ordinance 12-29, FY 11-12, Budget Amendment #39, Amending the CIP Regional Water Fund 46. (Reference: CAF 12-54, Ordinance 12-27, 12-28 and 12-29).* Motion seconded by Council Member Daeke and APPROVED by the following vote: YES: Peace-Jenkins, Daeke, Davis, Daye, Kearney, Coffey, Inscoe and Rainey. NO: None. ABSTAIN: None. ABSENT: None. *(See Ordinance Book 8, p. 405, 407 and 409)*

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

City Clerk McCrackin advised no citizen desired to address Council.

REPORTS

- a) Mayor/Mayor Pro-Tem/Chairman Pro-Tem (No Report)
- b) City Manager (No Report)
- c) City Attorney (No Report)
- d) City Clerk - Reminded Council of Leadership Vance City Day on Tuesday, 10 April.

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

CLOSED SESSION

Council Member Inscoe moved for Council to convene in closed session pursuant to G.S. §143-318.11(a)(3) for two (2) Attorney-Client Privilege Matters Motion seconded by Council Member Rainey and unanimously approved.

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

ADJOURNMENT

Council Member Inscoe moved for adjournment. Motion seconded by Council Member Daye and unanimously approved. The meeting adjourned at 7:04 p.m.

James D. O'Geary
Mayor

ATTEST:

Esther J. McCrackin
City Clerk



PROCLAMATION 12-16

A PROCLAMATION of the Mayor and City Council of the
City of Henderson, North Carolina, proclaiming April 22-28, 2012 as the
Week of the Young Child

WHEREAS, the Franklin-Granville-Vance Smart Start, Inc. and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child; *and*

WHEREAS, these organizations are working to improve early learning opportunities, which are crucial to the growth and development of young children, and to building better futures; *and*

WHEREAS, all young children and their families deserve access to high-quality early education and care; *and*

WHEREAS, in recognizing and supporting the people, programs and policies that are committed to high-quality early childhood education as the right choice for kids.

NOW THEREFORE, I, JAMES D. O'GEARY, Mayor of the City of Henderson, North Carolina, along with City Council Members, do hereby proclaim April 22-28, 2012 as the Week of the Young Child in Henderson, North Carolina and encourage all citizens to work to invest in early childhood.

Proclaimed this 23rd day of April 2012.

James D. O'Geary, Mayor

Attest:

Esther J. McCrackin, City Clerk

City Council Action Form

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



Agenda Item: _____

Council Meeting: 19 Apr 12 Regular Meeting

19 April 2012

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

FR: A Ray Griffin, Jr., City Manager

RE: CM: 12-06

Re: Public Hearing : CDBG Infrastructure Hook-Up Grant

Ladies and Gentlemen:

On 12 March 2012 a Public Hearing was conducted at the City Council Meeting regarding the infrastructure hook-up grant which would assist property owners with the cost of installing the water and sewer taps, as well as the cost of installing the service lines from the tap to the house.

This Public Hearing is the second of the two public hearings regarding the infrastructure hook-up grant that must be held prior to the application of said grant being submitted.

The City staff has identified approximately 70 property owners within the city limits who are water customers, but not connected to the City of Henderson sanitary sewer system. Letters were sent out on 15 March 2012 and again on 13 April 2012 to gauge the interest in applying for this program.

To date only two applications have been received for this assistance. Based on this feedback, it is recommended that this Public Hearing be postponed until May 14th to allow more response time.

City Council Action Form

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



Agenda Item: _____

Council Meeting: 26 Apr 12 Short Reg. Meeting

13 April 2012

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

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

RE: **CAF 12-56**

Consideration of Approval of Resolution 12-35, Award of Audit Contract between the City of Henderson and William L. Stark and Company.

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 12-35, Award of Audit Contract between the City of Henderson and William L. Stark and Company.

Executive Summary

Due to a conflict of interest, the City is no longer able to utilize the services of Phillips, Dorsey, Thomas, Waters & Brafford, P.A. to perform the yearly audit. As such, proposal requests were solicited for audit services for FY12, FY13 and FY14. Two proposals were received as follows: 1) William L. Stark and Company, in the amount of \$39,750 for FY12, and 2) Winston, Williams, Creech, Evans & Company, LLP, in the amount of \$42,400 for FY12. The cost for the FY11 audit was \$34,750.

William L. Stark and Company has worked on the City accounts, in conjunction with Phillips, Dorsey, Thomas, Waters & Brafford, P.A., for at least the last two (2) years, and since they have a working knowledge of the City's accounts, staff recommends Council approve this contract and that this local auditing firm be allowed to conduct the FY11-12 audit. William L. Stark and Company agrees to complete the audit by October 31, following the close of the fiscal year on June 30.

Enclosures

1. Resolution 12-35

RESOLUTION 12-35

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF HENDERSON AND WILLIAM L. STARK AND COMPANY

WHEREAS, the City of Henderson (City) is required to have an independent audit of its financial records performed on an annual basis; *and*

WHEREAS, the City solicited proposal for audit services and two firms responded as follows: William L. Stark and Company and Winston, Williams, Creech, Evans & Company, LLP; *and*

WHEREAS, the City utilized the services of William L. Stark and Company (the Company) in the past; *and*

WHEREAS, the Company has provided a proposal for the FY12 Audit, said services to be in the amount of \$39,750.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON THAT it does hereby authorize the Mayor to sign a contract, being more fully articulated in ***Attachment A*** to this Resolution, for services with the Company for FY12, FY13 and FY14; and FY12 being in the amount of \$39,750.

The foregoing Resolution 12-35, introduced by Council Member *** and seconded by Council Member ***, on this the *** day of April 2012 and having been submitted to a roll call vote, was *** by the following votes: YES: NO: ABSTAIN: ABSENT

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 42, p. ****

Audit Proposal

City of Henderson



William L. Stark and Company
Certified Public Accountants

704 S. Garnett Street
Post Office Box 911
Henderson, NC 27536
Telephone: 252-492-0008
Facsimile: 252-438-5121

M. Curtis Averette, Jr., CPA
curtis@wlstarkco.com

April 9, 2012

City Council
City of Henderson
A. Ray Griffin, Jr., City Manager
Katherine C. Brafford, Finance Director

City Council,

It is with pleasure that we respond to the Council's Request for Proposal for the City's auditing services. Should the council accept our proposal, we will prepare a detailed engagement letter setting forth our mutual understanding of the terms of the engagement. We sincerely appreciate your consideration of our proposal.

Sincerely,

M. Curtis Averette, Jr., CPA

EXHIBIT I

1. The audit for each audit period will be completed by October 31, following the close of the fiscal year on June 30.
2. The audit will be performed in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act of 1984; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organization, including revisions and amendments; the State Single Audit Implementation Act; and all other applicable laws and regulations. The financial statements will be in conformity with generally accepted accounting principles.
3. The audited financial statements will be prepared in accordance with GASB Statement 34.
4. The audits will not be considered complete until approved by the North Carolina Local Government Commission.
5. The audits will cover all funds and operations of the City of Henderson including any Capital Projects that may be authorized by the City Council during the contract period.
6. Known organizations for whom we will be conducting audits during the same period in which the City's audit is conducted:

Town of Stovall
Kerr Area Transportation Authority
Choanoke Public Transportation Authority
Alliance Rehabilitative Care, Inc.
D.D. Residential Services, Inc.
Kerr-Tar Regional Economic Development Corporation
Town of Butner
Franklin-Vance-Warren Opportunity, Inc.

EXHIBIT II

Governmental entities for whom we have provided audit services in the past five (5) years:

Town of Stovall
Janet Parrott
693-4646

Kerr Area Transportation Authority
Rob Brink
438-2573

Choanoke Public Transportation Authority
Pamela Perry
(252) 539-2022

Franklin-Vance-Warren Opportunity, Inc.
Sara S. Rudolph
492-0161

D.D. Residential Services, Inc.
Debbie Wells
438-6786

Alliance Rehabilitative Care, Inc.
Jeanne Harrison
492-8699

Kerr-Tar Regional Economic Development Corporation
Timmy Baynes
436-2040

7. Relevant Education Background

Full time audit staff:

- Audit Partner - M. Curtis Averette, Jr., CPA
- B.A. - North Carolina State University, 1992
 - 20 Years accounting and auditing experience
 - Past Chairman of the Board, Henderson Jaycees
 - Past Treasurer, Henderson Jaycees
 - Past Treasurer, Henderson-Vance County Chamber of Commerce
 - Past Vice-President and Treasurer, Kerr Vance Academy
 - Past Chairman of the Board, Kerr Vance Academy
 - Member North Carolina Association of CPA's
 - Member American Institute of CPA's
 - 2011 Attendance – 2011 Revised Yellow Book Government Auditing Standards
 - 2011 Local Government Conference
 - 2010 Attendance – 2010 Local Government Conference
 - Studies on Single Audit and Yellow Book deficiencies
 - 2009 Attendance – 2009 Local Government Conference
 - Fraud Case Study, GASB Update, Yellow Book
 - 2008 Attendance – 2008 Local Government Conference
 - GASB Update, Single Audit Update, Risk Assessment
 - 2008 Not-For-Profit Accounting Conference
 - New Audit Standards, Risk Assessment, Etc.
 - 2007 Attendance – Common Frauds Found in Governments and NFP
 - Key Issues Facing Governments and Not-for-Profits
 - 2006 Attendance – 2006 Local Government Conference
 - Analytical Procedures for Nonprofit Organizations
 - 2005 Attendance – Governmental Accounting & Reporting
 - 2004 Attendance – Governmental Accounting & Auditing Update
 - Revised Governmental Auditing Standards (Yellow Book)
 - 2003 Attendance – GASB No. 34 Auditing: The Home of the Brave
 - 2002 Attendance – Nonprofit Auditing and Accounting Update
 - Governmental Accounting and Auditing Update
 - 2001 Attendance – Extreme Governmental Auditing and Accounting Update
 - 2000 Attendance – Not for Profit Accounting and Auditing Update
 - Audit and Financial Reporting for Charter Schools
 - Audits of School Districts - Advanced
 - Hourly Rate \$185
 - Professional References – Mike Williams
 - 235 Raleigh Road
 - Henderson NC 27536
 - (252) 438-8104
- George M. Harvin
231 S. Garnett St.
Henderson NC 27536
(252) 430-6161

Senior Accountant:

- Dean L. Overby
- B.S. - East Carolina University, 1991
- 21 Years accounting and auditing experience
- Member North Carolina Association of CPA's
- Audit Committee - First United Methodist Church
- Past Treasurer of Henderson-Vance County Chamber of Commerce
- Past Treasurer, Henderson Jaycees
- 2011 Attendance – Frequent Frauds Found in Governments
 - Internal Control Deficiencies: Assessment and Reporting under SAS 115
 - NC Local Government Auditing, Reporting and Review
- 2010 Attendance – Detecting Misstatements: Integrating SAS 99 & the Risk Assessment Standards
 - Fraud and the Financial Statement Audit
 - Addressing the risk of fraud in NFP Organizations
- 2009 Attendance – Advanced Governmental Accounting
 - Implementation Guide to the Risk Assessment Standards
 - Preventing OMB A-133 & Yellow Book Deficiencies
 - Revised Yellow Book for Financial Audits
- 2008 Attendance – (Update) Auditor's Risk Assessment Process - Tackling New Risk Assessments SAS's
 - Governmental and Nonprofit Annual Update
 - Changing Your Audit Strategy for Risk Assessment
- 2007 Attendance – Auditor's Risk Assessment Process - Tackling New Risk Assessments SAS's
 - Auditor's Reports on Local Governments
 - Concluding the Audit of a Local Government
- 2006 Attendance – Form 990 - Answers to Unlocking the Tax Complexities
- 2005 Attendance – Fraud in the Governmental and Not-for-Profit Environments
 - ASB – Performing an Efficient Audit
 - PFS – Reporting the Results of Operations
- 2004 Attendance – Overview and Update on GASB 34 for Ph. III Governments
 - Governmental Accounting and Auditing Update
 - GASB 34 – (Update) The New Reporting Model for State And Local Government
- 2003 Attendance – GASB 34 – The New Reporting Model for State and Local Government
- Hourly Rate \$135
- Professional References – C. Jeffery Perry
1804 Waddill Way
Henderson NC 27536
(252) 492-1201

Dennis Renn
1203 Dabney Drive
Henderson NC 27536
(252) 492-4145

Senior Accountant:

- Jacob Lemberg, CPA
- Master of Accounting – UNC Kenan-Flagler Business School, 2008
- B.A. Economics – University of North Carolina at Chapel Hill, 2007
- 4 years of accounting and auditing experience
- 2011 Attendance – Frequent Frauds Found in Governments and Not-For-Profits
 - NC Local Government Auditing, Reporting and Review
 - Internal Control Deficiencies: Assessment and Reporting Under SAS 115
- 2010 Attendance – Audits of Local Governments – Detecting Misstatements: Integrating SAS 99 & Risk Assessment Standards
 - Audits of Local Governments: Testing Internal Controls
- 2009 Attendance – Audits of Local Governments: Risk Assessment and Audit Programs
 - Advanced Governmental Accounting
- Hourly Rate \$145

Staff Accountant:

- Mary Inscoc
- A.S. Accounting – Vance Granville Community College, 1993
- B.S. – East Carolina University – still attending
- 20 years accounting and auditing experience
- Past Treasurer, NC Chapter Headwaters Group Sierra Club
- Treasurer – Vance County Historical Society
- 2011 Attendance – GSA – Integrating SAS 99: Risk Assessment
- 2010 Attendance – GSA – Assessment: Reporting under SAS 115
- 2009 Attendance – NPO – Special Accounting and Auditing Considerations
 - GSA – Planning the Single Audit
 - GSA – Compliance Auditing, Program and Specific Audits
- 2008 Attendance – GSA – Single Auditing Sampling and Planning
 - GSA – Compliance Auditing and Subrecipient Consideration
 - GSA – Auditor's Risk Assessment Process
- 2007 Attendance – NPO – Planning Considerations for Audits of Nonprofit Organizations
 - ALG – Auditor's Reports on Local Government
- 2006 Attendance – ALG – The Auditor's Report & Concluding the Audit
 - GSA – Internal Control Considerations & Compliance
- 2005 Attendance – NPO – Nonprofit Compliance & Auditing Samples
- 2004 Attendance – ALG – Guide to Audits of Local Governments
 - GSA – Performing the Single Audit
- Hourly Rate \$100
- Professional References – George T Blackburn II
719 Lake View Drive
Henderson, NC 27536
(252) 438-5501

Mack Choplin
849 Pine Meadow Trail
Henderson, NC 27537
(252) 492-3957

8. Specialized Skills, Training or Background in Public Finance

William L. Stark, Jr., managing principal, currently serves on the NCACPA Peer Technical Executive Committee and conducts quality and peer reviews.

9. Governmental Audit Clients References

Janet C. Parrott
Town of Stovall
107 Main Street
Stovall NC 27582
(919) 693-4646

Sara S. Rudolph
Franklin-Vance-Warren Opportunity, Inc.
116 Young St.
Henderson NC 27536
(252) 492-0161

Pamela Perry
Choanoke Public Transportation Authority
P. O. Box 320
Rich Square NC 27869
(252) 539-2022

Rob Brink
Kerr Area Transportation Authority
943 W. Andrews Ave.
Henderson NC 27536
(252) 438-2573

10. Independence

1. All personnel are required to adhere to the independence rules, regulations, interpretations, and ruling of the AICPA, North Carolina State Board of Accountancy, and State Statute.
 - a. The audit partners are responsible for resolving questions relating to independence matters and are available to provide guidance when required.
 - b. The audit partners communicate with the AICPA and, or the NCACPA for assistance in resolving independence questions that are not satisfactorily resolved within the firm.
 - c. A memorandum documenting the resolution of independence questions is prepared and retained by the audit partner; the other firm personnel involved in the partner's review initial the memorandum.

2. Policies and procedures relating to independence are communicated to all personnel.
 - a. Memorandums are used to inform personnel of the firm's independence policies and procedures and advise them that they are expected to be familiar with those policies and procedures. Rulings and interpretations of the AICPA, North Carolina State Board of Accountancy, and State Statute are also made available to personnel.
 - b. Independence of mental attitude is emphasized during the conduct of engagements.
 - c. A current client listing is reviewed with each new employee to ensure that the employee is aware of those entities to which independence policies apply. During the weekly staff meeting, the staff is informed of any changes in the listing.
 - d. Our library contains professional, regulatory, and firm literature relating to independence matters.
3. Compliance with policies and procedures relating to independence is monitored.
 - a. Annually, at the November staff meeting, provision is made on the agenda for all personnel to indicate that—
 - (i) They are familiar with the firm's independence policies and procedures.
 - (ii) They are not now nor have been holding prohibited investments.
 - (iii) They are not now nor have been involved in relationships or transactions that are prohibited.
 - b. The audit partners are responsible for the resolution of exceptions to the firm's policies and procedures relating to independence.
 - c. Accounts receivable that are past due are reviewed monthly by the audit partners to ascertain whether any outstanding amounts take on some of the characteristics of loans and may, therefore, impair the firm's independence.

11. **Professional Liability Insurance**

We have professional liability insurance coverage provided by BB&T McPhail Bray Insurance.

12. **Regulatory Action Taken Against the Firm**

None.

13. **Licensing Requirements**

We are licensed certified public accountants as provided in the applicable laws of North Carolina.

Firm's Qualifications

**William L. Stark
and Company**

SECTION 1

Firm Experience and Qualification of Personnel

1. Personnel Assigned to Audit

Audit Partner	1
Audit Senior	2
Staff Accountant	1
Clerical	<u>1</u>
	5

2./3. Current and Prior Government and Nonprofit Clients

<u>Client</u>	<u>Type of Service</u>	<u>Years</u>
Kerr Tar Regional Council of Governments	Single Audit	4
County of Vance	Audit	1
City of Henderson	Audit	2
	Single Audit	11
	Block Grant Audits	Various
	Fixed Assets Study	1
	Compilation	2
*Town of Norlina	Audit	3
	Single Audit	4
*Town of Stovall	Audit	9
	Single Audit	14
*Kerr Area Transportation Authority	Audit	4
	Single Audit	23
	Computer Installation	1
	Cash Flow Analysis and Budgeting	1
*Choanoke Public Transportation Authority	Audit	2
	Single Audit	22
	Computer Installation	1
*Franklin-Vance-Warren Opportunity, Inc.	Audit	6
	Single Audit	24

<u>Client</u>	<u>Type of Service</u>	<u>Years</u>
N.C. Senior Citizens, Inc.	Audit	3
	Single Audit	5
*Franklin-Vance-Warren Housing of Franklin Co., Inc.	Cost Certification Audit	1 20
Region K Senior Services, Inc.	Audit	1
	Single Audit	3
*Alliance Rehabilitative Care, Inc. (Formerly, Twelve Steps Home, Inc.)	Single Audit Audit	18 2
Franklin-Vance-Warren Housing of Warren Co., Inc.	Audit	5
North Central Housing Development Corp.	Cost Certification Audit	1 3
*D.D. Residential Services, Inc.	Single Audit	4
Warren County ABC Board	Audit	3
*Granville-Vance District Health Dept.	Single Audit	3
*Town of Kittrell	Audit	6
*Kerr-Tar Regional Economic Development Corporation	Audit	5
Vance Charter School	Single Audit	4
*Town of Butner	Audit	4
*Indicates current client		

4. AICPA Sponsored or Comparable Quality Control Programs

- A) We are members of AICPA and participate in peer review courses administered by the NCACPA.
- B) We received a favorable peer review evaluation on October 27, 2011.
- C) William L. Stark, Jr. currently serves on the NCACPA Peer Technical Executive Committee.

- D) Strong attendance record at numerous national, state, and local continuing professional education programs.
- E) We have a well maintained up-to-date library.
- F) We have weekly staff meetings to communicate policy and technical changes.

5. Professional Experience in Governmental Auditing

Audit Partner - M. Curtis Averette, Jr., CPA

<u>Audit</u>	<u>Years</u>	<u>Position</u>
City of Henderson	4, 5	Senior/Partner
Town of Stovall	1, 7, 11	Staff/Senior/Partner
Kerr Area Transportation Authority	1, 7, 11	Staff/Senior/Partner
Choanoke Public Transportation Authority	1, 7, 11	Staff/Senior/Partner
Franklin-Vance-Warren Opportunity, Inc.	2, 7, 11	Staff/Senior/Partner
Granville County Group Homes, Inc.	2, 7, 9	Staff/Senior/Partner
Franklin County Council on Mental Retardation, Inc.	2, 7, 6	Staff/Senior/Partner
Alliance Rehabilitative Care, Inc.	2, 7, 11	Staff/Senior/Partner
Vance County Group Homes, Inc.	2, 7, 6	Staff/Senior/Partner
Warren County Association for Retarded Citizens, Inc.	2, 7, 6	Staff/Senior/Partner
Franklin-Vance-Warren Housing of Franklin Co., Inc.	3, 7	Senior/Partner
Town of Kittrell	6	Partner
Kerr-Tar Regional Economic Development Corporation	6	Partner
D. D. Residential Services, Inc.	5	Partner
Town of Franklinton	2	Partner
Town of Stem	7	Partner
Town of Macon	5	Partner
Town of Middleburg	5	Partner
Vance Charter School, Inc.	5	Partner
Granville Economic Development Comm.	4	Partner
Aeronautics Authority of the City of Henderson, City of Oxford, County Of Granville and County of Vance	7	Partner
Town of Butner	5	Partner
Town of Norlina	3	Partner
Granville-Vance District Health Dept.	3	Partner

On Site 100%

Audit Senior - Dean L. Overby

<u>Audit</u>	<u>Years</u>	<u>Position</u>
Town of Franklinton	6	Staff
Town of Nashville	3	Staff
Town of Momeyer	3	Staff
City of Creedmoor	3	Staff
City of Henderson	6	Staff
Town of Stovall	2,8	Staff/Senior
Kerr Area Transportation Authority	2,9	Staff/Senior
Choanoke Public Transportation Authority	2,9	Staff/Senior
Franklin-Vance-Warren Opportunity, Inc.	2,9	Staff/Senior
Granville County Group Homes	2	Staff
Franklin County Council on Mental Retardation, Inc.	2	Staff
Alliance Rehabilitative Care, Inc.	2	Staff
Vance County Group Homes, Inc.	2	Staff
Warren County Association for Retarded Citizens, Inc.	2	Staff
Franklin-Vance-Warren Housing of Franklin Co., Inc.	2,8	Staff/Senior
Kerr-Tar Regional Economic Development Corporation	7	Senior
Aeronautics Authority of the City of Henderson, City of Oxford, County Of Granville and County of Vance	4	Senior
Town of Stem	5	Senior
Town of Macon	5	Senior
Town of Middleburg	3	Senior
Town of Kittrell	3	Senior
Vance Charter School, Inc.	3	Senior
Granville Economic Development Comm.	4	Senior
Town of Butner	3	Senior
Granville-Vance District Health Dept.	1	Senior

On Site 100%

Audit Senior – Jacob Lemberg, CPA

<u>Audit</u>	<u>Years</u>	<u>Position</u>
Kerr Area Transportation Authority	3,1	Staff/Senior
Choanoke Public Transportation Authority	3,1	Staff/Senior
Franklin-Vance-Warren Opportunity, Inc.	3,1	Staff/Senior
D.D. Residential Services, Inc.	1	Senior
Alliance Rehabilitative Care, Inc.	1	Senior
Town of Kittrell	3,1	Staff/Senior
Town of Franklinton	1	Staff
Town of Stem	2,1	Staff/Senior
Town of Macon	2	Staff
Town of Middleburg	3,1	Staff/Senior
Town of Stovall	1	Staff
Vance Charter School, Inc.	2	Staff
Aeronautics Authority of the City of Henderson, City of Oxford, County Of Granville and County of Vance	3,1	Staff/Senior
Town of Butner	1,1	Staff/Senior
Town of Norlina	1,1	Staff/Senior
Granville-Vance District Health Dept.	1,1	Staff/Senior

On Site 100%

Staff Accountant – Mary Inscoc

<u>Audit</u>	<u>Years</u>	<u>Position</u>
City of Henderson	1	Staff
Franklin-Vance-Warren Opportunity, Inc.	5	Staff
Alliance Rehabilitative Care, Inc.	5	Staff
D. D. Residential Services, Inc.	5	Staff
Granville County Group Homes	4	Staff

On Site 100%

SECTION 2

Audit Approach and Cost

1. Audit Program

Our firm uses a standard Government and/or Nonprofit Audit Program that is updated annually to remain current with the latest authoritative literature. The standard program is customized to fit the unique needs of each engagement. Audit programs generated via PPC software.

2. Use of Statistical Sampling

The use of statistical sampling is a determination to make when customizing the audit program. We will follow SAS 39 (AU350) "Audit Sampling", as amended by SAS No. 111, and the AICPA Audit and Accounting Guide in making a sampling decision. Sampling will either be on a statistical or non-statistical basis.

3. Organization of Audit Team

	Anticipated %	
	<u>Hours</u>	<u>Time</u>
Partner - M. Curtis Averette, Jr., CPA	45	10%
Senior – Jacob Lemberg, CPA	90	20%
Senior – Dean Overby	180	40%
Staff Accountant – Mary Inscoe	90	20%
Clerical	<u>45</u>	<u>10%</u>
	<u>450</u>	<u>100%</u>

4. Assistance Expected From Unit's Staff

- a. Working space to be provided.
- b. Availability of Finance Officer and related personnel during the conduct of the Audit.
- c. Cooperation in locating files and documentation.
- d. Preparation of requested schedules and documentation.

5. Tentative Schedule

Preliminary Field Work	June 15
Field Work	September 10
Preliminary Exit Conference	September 13
First Draft & Exit Conference	October 1
Final Draft	October 31

Cost Estimate

City of Henderson

6. Proposed Cost

AUDIT QUOTATION SHEET

Fiscal Year 2011 - 2012 Audit	<u>\$ 39,750</u>
Fiscal Year 2012 - 2013 Audit (Estimate)	<u>\$ 41,550</u>
Fiscal Year 2013 – 2014 Audit (Estimate)	<u>\$ 43,650</u>

City Council Action Form

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



Agenda Item: _____

Council Meeting: 23 Apr 12 Short Reg Meeting

16 April 2012

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

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

RE: **CAF 12-12**

Consideration of Approval of Tax Releases and Refunds From Vance County for the Months of March, 2011, April 2011, May 2011 and June 2011.

Ladies and Gentlemen:

Recommendation:

- Approval of Tax Releases and Refunds from Vance County for the Months of March 2011, April 2011, May 2011 and June 2011.

Executive Summary

The Vance County Tax office submitted the following tax releases and refunds to former Finance Director Sandra Wilkerson. These releases and refunds were never sent to Council for approval. They are found to be in order and are now being recommended for approval.

March, 2011

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Steed, William H. & Others	Foreclosure	2006	119.19
Steed, William H. & Others	Foreclosure	2007	119.19
Steed, William H. & Others	Foreclosure	2008	73.39
Steed, William H. & Others	Foreclosure	2008	4,063.32
Steed, William H. & Others	Foreclosure	2009	40.89
Durham, Crestina	Personal Property	2010	34.78
Grissom, Kimberly Sue	Correct Value	2010	6.98
Steed, William H. & Others	Foreclosure	2010	40.89
Bailey, Latonya Nicole	Pro-rate	2009	7.26
Eaton, Jonah Marsha Jr.	Pro-rate	2009	39.31
Smith, Donna Elizabeth	Pro-rate	2009	4.64
Stevenson, Felisia Bis	Correct Situs	2009	15.44
Alliance Rehabilitative Care	Non-Profit Exempt	2010	215.04
Bailey, Latonya Nicole	Pro-rate	2010	13.81
Bullock, Ray Anthony	Correct Situs	2010	82.31
Bullock, Richard	Pro-rate	2010	5.85
City of Henderson	Government	2010	109.22
Clayton Andrew Thomas	Correct Situs	2010	72.01
County of Vance	Government	2010	627.66
D D Residential Service, Inc.	Non-Profit Exempt	2010	111.50
Evans, Tiffany Vishond	Pro-rate	2010	19.28
Fletcher, James Wayne	Pro-rate	2010	12.93
Franklin, Loretta Jean	Correct Situs	2010	70.14
Franklin Vance Warren	Non-Profit Exempt	2010	30.71
Gupton, Harriett Jackson	Pro-rate	2010	49.55
Hilliard, Norman Marshall	Correct Situs	2010	26.85
Hilliards Garage	Correct Situs	2010	13.94
Jackson, Noleen Spence	Pro-rate	2010	68.91
Jones, Shirley Marie	Pro-rate	2010	1.45
Junk, Robert Joseph	Correct Situs	2010	129.75
Lee, Carolyn Fay	Pro-rate	2010	30.12
Lloyd, Jerry Davis	Pro-rate	2010	45.16
M.R. Williams, Inc.	Pro-rate	2010	55.59
Medlin, Charles Davis	Correct Situs	2010	29.83
Moore, Anita	Correct Value	2010	10.00
PNC Equipment Finance	State Assessed	2010	400.37
Royster, Thomas L.	Pro-rate	2010	16.03
Scoggins, Leo Ronald	Pro-rate	2010	89.72
Shiloh Baptist Church	Religious	2010	39.25
Small, Doris Williams	Pro-rate	2010	5.98
Tucker, Harold Shields	Correct Situs	2010	48.14
Volume and Value, Inc.	Correct Value	2010	3.45
Walker, Robert Hartwell	Pro-rate	2010	55.19
Wisdom For Life Travel	Correct Situs	2010	102.84
Wishniewski, Merrill A.	Correct Situs	2010	12.93
Total			7,170.79

March, 2011

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Burks, Gina Giddings	Vehicle Sold	2010	10.43
Jackson, Dena Lee	Vehicle Sold	2010	23.13
Joseph, Jiji Rachel	Vehicle Sold	2010	58.13
Lazar, John Valentine	Vehicle Sold	2010	29.34
Lozano, Maria Isabel	Vehicle Sold	2010	2.58
Total			\$123.61

April, 2011

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Vaughan, Tessie M.	Correct Value	2010	236.92
E Clips LLC		2009	35.10
Evans Famous Bar-B-Que		2006	95.49
Fast Tax	Correct Value	2006	79.06
Fast Tax	Correct Value	2007	60.30
Fast Tax	Correct Value	2008	47.46
Fast Tax	Correct Value	2009	45.63
Fast Tax	Correct Value	2010	42.12
West, Benjamin Dale	Pro-rate	2010	62.24
Barnett, David Morrison	Pro-rate	2010	59.32
City of Henderson	Pro-rate	2010	143.96
Davis, Maddie Fuller	Pro-rate	2010	74.76
Demetriades, Gus Peter	Pro-rate	2010	24.22
Diogo, David Anthony	Pro-rate	2010	139.40
Foster, Macy Arnold	Pro-rate	2010	37.77
Goodson's Mobile Home	Pro-rate	2010	110.97
Gregory, Caroline Terry	Pro-rate	2010	54.46
Johnson, Wilfort Ferre	Pro-rate	2010	14.04
Kreitzer, Richard Char	Pro-rate	2010	83.71
Littleton, Samuel Jess	Pro-rate	2010	5.69
M.R. Williams, Inc.	Pro-rate	2010	226.33
Moss, Elizabeth Ann	Pro-rate	2010	60.60
Patel, Bhikhubhai Vall	Pro-rate	2010	30.54
Powell, Robert Henry	Pro-rate	2010	25.38
Rainey, Wilbert Earl Jr.	Pro-rate	2010	90.67
Ranes, Connie Spruill	Pro-rate	2010	110.27
Ranes, William Ray	Pro-rate	2010	9.31
Roberson, Donald Ray	Pro-rate	2010	14.43
Stevenson, William Dee	Pro-rate	2010	13.10
Waverly, Walter Gene	Pro-rate	2010	1.34
Wimbush, Dorothy Jones	Pro-rate	2010	10.30
Total			2,044.89

April, 2011

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Hermosillo, Rafael Garcia	Vehicle Sold	2009	13.82
Hermosillo, Rafael Garcia	Vehicle Sold	2010	10.83
Hermosillo, Rafael Garcia	Vehicle Sold	2010	8.52
Hogge, Lena Johnson	Vehicle Sold	2010	15.46
Jones, Richard Wilson	Vehicle Sold	2010	14.33
Total			\$62.96

May, 2011

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Barbera, Raul	Personal Property	2010	38.90
Krider, Charmonica	Personal Property	2010	37.58
Mera, Iida	Personal Property	2010	40.16
Strickland, Skylar	Correct Value	2010	137.30
Ayscuse, Michael Kevin	Pro-rate	2009	1.56
Bullock, Yvonne Peace	Pro-rate	2009	7.36
Almand, Sally Barnett	Correct Value	2010	7.64
Carter, Clifton Edward	Correct Situs	2010	47.91
Carter, Clifton Edward	Correct Situs	2010	1.76
Hardee, William Curtis	Correct Situs	2010	14.91
Hargrove, Carolyn Bern	Pro-rate	2010	9.91
Hargrove, Jacqueline T	Correct Situs	2010	36.09
Harper Carolina Holdings	Remove Late Listing Penalty	2010	1,602.71
Harris, Alice Walker	Correct Situs	2010	38.02
Hoyt, Stephanie Willis	Pro-rate	2010	11.65
Hunt, Francis Taylor	Correct Situs	2010	26.79
Ingham, Nancy Lee	Pro-rate	2010	27.30
Jefferson Green, Inc.	Correct Situs	2010	46.09
Kasey, Brent Henry	Reg Veh Billed	2010	10.73
Kemp, Kellie Araadia	Pro-rate	2010	2.85
Linton, Michael Curtis	Pro-rate	2010	28.03
Long, Timothy Glenn	Correct Value	2010	27.49
Mitchell, Julius Charles	Pro-rate	2010	22.38
Mooring, Jody Ray	Pro-rate	2010	27.85
Morton, Floyd Thomas	Correct Situs	2010	50.13
Peace, Kimberly Denise	Pro-rate	2010	2.34
Royster, Haley Peace	Pro-rate	2010	15.52
Venable, Michael Anthony	Pro-rate	2010	1.75
Whitt, William Coleman	Correct Value	2010	104.87
Winston, Kathryn Cushi	Pro-rate	2010	54.41
Wynn, Roslyn Chanette	Pro-rate	2010	27.19
Wynn, Roslyn Chanette	Pro-rate	2010	33.46
Zuniga Dagoberto Rosa	Correct Situs	2010	44.92
Zuniga Dagoberto Rosa	Correct Situs	2010	212.23
Total			2,799.79

May, 2011

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Chavis, Mary Charles	Vehicle Sold	2010	2.65
Dunston, Michelle Kearney	Vehicle Sold	2010	67.51
Howard, Veronica Monique	Vehicle Sold	2010	44.35
McCaskill, Samuel Gault	Vehicle Sold	2010	2.36
Obery, Thurston	Vehicle Sold	2010	2.13
Stevenson, James McMillan	Vehicle Sold	2010	0.57
Total			119.57

June, 2011

NAME	REASON FOR RELEASES	TAX YEAR	AMOUNT OF RELEASE
Sanchez, Deni	Personal Property	2010	34.78
Wiggins, Crystal Marie	Old Vehicle Bill	2006	56.44
Wiggins, Crystal Marie	Discharged Bankruptcy	2007	53.48
Overby, Beverly Colber	Pro-rate	2009	1.98
Alston, Josephine Beatrice	Pro-rate	2010	8.49
Bailey, Lynwood Roger	Correct Situs	2010	26.20
Bailey, Lynwood Roger	Correct Situs	2010	86.36
Bates, Sylvia Anita	Pro-rate	2010	2.90
Cawthorne, William Glenn	Correct Situs	2010	12.93
Choice Property Associates	Correct Situs	2010	147.48
Clark, Tameka Shalanett	Reg Vehicle Billed	2010	16.22
Cousin, Lawrence Gardner	Correct Situs	2010	18.72
Evans, Thelma Sykes	Pro-rate	2010	6.71
Faines, Ellen Thomas	Pro-rate	2010	5.24
Faulkner, Harris Mary Kathleen	Pro-rate	2010	11.55
Giddings, Regina Shekitae	Pro-rate	2010	3.74
Greystone Concrete Products	Correct Situs	2010	378.37
Greystone Concrete Products	Correct Situs	2010	523.57
Greystone Concrete Products	Correct Situs	2010	568.38
Lassiter, Kevin Rucien	Pro-rate	2010	6.35
Newman, Irving Jr.	Pro-rate	2010	0.44
Olearo, Christopher Robert	Correct Situs	2010	27.08
Olearo, Christopher Robert	Correct Situs	2010	26.03
Perry, Carter Lamont	Correct Situs	2010	65.28
Perry, Wanda Cofield	Pro-rate	2010	23.52
Pettaway, Bryan Oneal	Military Exemption	2010	151.51
Ranes, Elizabeth Kathryn	Correct Value	2010	22.09
Reid, Reginal Patrick	Correct Situs	2010	18.07
Reid, Reginal Patrick	Correct Situs	2010	32.11
Reid, Reginal Patrick	Correct Situs	2010	44.46
Reid, Reginal Patrick	Correct Situs	2010	5.09
Ruggles, David Abbott	Pro-rate	2010	82.33
Salem Leasing Corp	Correct Situs	2010	362.64
The Bailey Company	Correct Situs	2010	66.92
Total			2,897.46

June 2011

NAME	REASON FOR REFUND	TAX YEAR	AMOUNT OF REFUND
Allen, Joseph Jr.	Vehicle Sold	2010	0.98
Clever, Katha Roesnick	Vehicle Sold	2010	10.94
Davis, Phyllis Holmes	Vehicle Sold	2010	1.20
Davis, Phyllis Holmes	Vehicle Sold	2010	5.93
Evans, Thelma Sykes	Vehicle Sold	2010	2.91
Evans, Thelma Sykes	Vehicle Sold	2010	5.75
Greystone Concrete Products	Correct Situs	2010	323.98
Greystone Concrete Products	Correct Situs	2010	187.88
Greystone Concrete Products	Correct Situs	2010	200.97
Greystone Concrete Products	Correct Situs	2010	95.72
Greystone Concrete Products	Correct Situs	2010	27.55
Greystone Concrete Products	Correct Situs	2010	270.92
Greystone Concrete Products	Correct Situs	2010	395.11
Greystone Concrete Products	Correct Situs	2010	375.51
Greystone Concrete Products	Correct Situs	2010	142.82
Greystone Concrete Products	Correct Situs	2010	121.89
Greystone Concrete Products	Correct Situs	2010	254.89
Greystone Concrete Products	Correct Situs	2010	318.44
Greystone Concrete Products	Correct Situs	2010	312.23
Hauter, Alexander Naji	Vehicle Sold	2010	3.44
Jeffcoat, Huel Davis	Vehicle Sold	2010	13.41
Mathis, Velma Simmons	Vehicle Sold	2010	4.23
Reid, Sheila Anderson	Vehicle Sold	2010	8.88
Smith, Rhonda Mistien	Vehicle Sold	2010	6.36
Total			3,091.94

City Council Action Form

Office of City Manager
P. O. Box 1434
Henderson, NC 27536
252.430-5701



Agenda Item: _____

Council Meeting: 23 Apr12 Short Reg Meeting

9 April 2012

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

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

RE: CAF: 12-30

Consideration of Approval of Resolution 12-11, Endorsing the Vance County Hazard Mitigation Plan.

Ladies and Gentlemen:

Recommendation

- Approval of Resolution 12-11, Endorsing the Vance County Hazard Mitigation Plan.

Executive Summary

Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle. The Plan was originally adopted in April 2004. Vance County staff has reviewed the Plan and has made some minor changes, more fully articulated in Attachment #2 to this CAF.

Resolution 12-11 states the City of Henderson's intent to support Vance County's Hazard Mitigation Plan, and if approved, will help to assure the eligibility of Vance County for State assistance in the event that a State disaster affecting Vance County is declared.

Enclosures:

1. Resolution 12-11

RESOLUTION 12-11

A RESOLUTION BY THE HENDERSON CITY COUNCIL TO ENDORSE THE VANCE COUNTY HAZARDOUS MITIGATION PLAN

WHEREAS, the citizens and property within the County of Vance are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to flooding, hurricanes, winter weather, severe thunderstorms, tornados and wild fires; *and*

WHEREAS, the County of Vance desires to seek ways to mitigate the impact of identified hazard risks; *and*

WHEREAS, the Legislature of the State of North Carolina has, in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units, the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; *and*

WHEREAS, the Legislature of the State of North Carolina has in Section 1 Part 166A of the North Carolina General Statutes (adopted in Session Law 2001-214 --- Senate Bill 300 effective July 1, 2001), states therein in Item (a) (2) “For a state of disaster proclaimed pursuant to G.S. 166A-6(a) after August 1, 2002, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act”; *and*

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; *and*

WHEREAS, the City of Henderson in conjunction with the County of Vance has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, said updates being more fully articulated in **Attachment A** to this Resolution; *and*

WHEREAS, it is the intent of the Henderson City Council to fulfill this obligation in order that Vance County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the City;

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

1. Adopt the Vance County Hazard Mitigation Plan, being more fully articulated in ***Attachment B*** to this Resolution.
2. Vests, Brian Short, Director of Emergency Management Services, with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Brian Short, Director of Emergency Management Services, to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Board of Commissioners of Vance County and the City Council of the City of Henderson for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

The foregoing Resolution 12-11, upon motion of Council Member _____ and seconded by Council Member _____, and having been submitted to a roll call vote received the following votes and was _____ on this the *** day of _____ 2012:
YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

Reference Minute Book 42, pp

City Council Action Form

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



Agenda Item: _____

Council Meeting: 23 April 12 Short Reg. Meeting

18 April 2012

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

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

RE: **CAF: 12-A-28**

Consideration of Approval of Resolution 12-37, Authorizing an Informal Bid Award for Birch Circle Storm Drain Repair to Harris Equipment Company in the Amount of \$39,640.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 12-37, Authorizing an Informal Bid Award for Birch Circle Storm Drain Repair to Harris Equipment Company in the Amount of \$39,640.

Executive Summary

The City Council approved budget amendment #33 on 26 March 2012 authorizing funds for various street repair projects which included Birch Circle. This work involves the installation of approximately 200 linear feet of 36" pipe, storm drain structures, property restoring and stabilizing the road shoulder.

Informal bids were received to perform this work and the quotes are as follows:

Harris Equipment Company	\$39,640
H. G. Reynolds Company	\$46,796
City's Estimate	\$45,000

Based on these bids, the City staff recommends awarding the contract to Harris Equipment Company (a local contractor) with a total project cost of \$39,640.

Further design and bids are being received for the two remaining streets, Hillside Drive and Cameron Drive.

Enclosures:

1. Resolution 12-37
2. Harris Equipment Company Proposal

R E S O L U T I O N 12-37

A RESOLUTION AUTHORIZING A BID AWARD FOR THE BIRCH CIRCLE STORM DRAIN REPAIR PROJECT TO HARRIS EQUIPMENT COMPANY AT \$39,640

WHEREAS, the City Council conducted its Annual Planning Retreat in January 2010, and during said Retreat identified Strategic Objectives and Goals; *and*

WHEREAS, this Resolution addresses KSO 5: *Provide Reliable, Dependable Infrastructure*—To provide reliable, dependable and environmentally compliant infrastructure systems; *and*

WHEREAS, the City Staff has found a significant problem with the ditch and storm drainage along Birch Circle; *and*

WHEREAS, on 26 March 2012, the City Council was provided information on this problem during discussions associated with the budget amendment to perform the various projects; *and*

WHEREAS, informal bids have been solicited for the performance of this work in accordance with the North Carolina General Statutes [G.S.143-131] Informal Bidding Procedure; *and*

WHEREAS, two bids were received for the project, with Harris Equipment Company being the lowest, responsible bidder, based on price and experience.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY APPROVE awarding of the Birch Circle Storm Drain Project to Harris Equipment Company in the total contract amount of \$39,640, said contract being more fully articulated in Attachment A to this Resolution; *and*

BE IT FURTHER RESOLVED that the Mayor or City Manager is authorized to sign all agreements and documents necessary to effect said agreement.

The foregoing Resolution 12-37, upon motion of Council Member Inscoe and second by Council Member Coffey, and having been submitted to a roll call vote received the following votes and was _____ on this the _____ day of _____ 2012:

YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 42, pp. ***.*

PROPOSAL

RE: Birch Circle Storm Drain

We are pleased to quote the following:

- | | |
|--|----------|
| • Install 36" HDPE on 6" deep stone bed | 200 lf |
| • 3' by 4' Drop Inlet with Double Grates 0-6" | 2 each |
| • Poured in place headwall | 1 each |
| • Demo and replace 18" RCP | 8 lf |
| • Clear small trees | 1 ls |
| • Remove existing rip rap/ place at headwall end | 1 ls |
| • Convert existing ss to DIP where storm crosses | 1 ls |
| • Haul in and place screenings | 150 tons |
| • Seed and dress up | 100 tons |
| • Erosion Blanket | 1 ls |
| • Mobilization | 200 lf |
| • Extra Stone | 1 each |
| | 100 tons |

Lump Sum Total	39,640.00
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Alternate:

Repair and Replace existing 24" RCP & Pavement as required	100 LF
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GENERAL NOTES:

All large trees will be left in place
All surveying, soil testing and permits are excluded
There are not any permits or fees included in this proposal
All erosion control is excluded
Anything not specifically mentioned above is excluded

Monday, December 26, 2011

City Council Action Form

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



Agenda Item: _____

Council Meeting: 23 April 2012

19 April 2012

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

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

RE: CAF: 12-A-33

Consideration of Approval of Ordinance 12-A-19, Amending Sections of Zoning Codes for the City of Henderson to Provide for Bed & Breakfast Homes, and Ordinance 12-B-19, Amending Sections of Zoning Codes for the City of Henderson to Provide for Bed & Breakfast Inns.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- **KSO 3-2:** Revise and Align Land Use and Sign Ordinance and Implement Conditional Use Zoning.

Recommendation:

- Approval of Ordinance 12-A-19, Amending Sections of Zoning Codes for the City of Henderson to Provide for Bed & Breakfast Homes, and Ordinance 12-B-19, Amending Sections of Zoning Codes for the City of Henderson to Provide for Bed & Breakfast Inns.

Executive Summary:

Ordinance 12-A-19 amends the Zoning Ordinance for the City of Henderson to define "**Bed and Breakfast or Tourist Home**" as a private, single family, detached residence in which short-term lodging (not exceeding seven consecutive days) is offered to the traveling public for compensation for no more than eight guests in no more than six rooms.

Ordinance 12-B-19 amends the Zoning Ordinance for the City of Henderson to define "**Bed & Breakfast Inns**" as a business in which short term (not exceeding seven consecutive days) lodging is offered to the traveling public for compensation for no more than twenty-three persons per night and with no more than twelve guest rooms.

A bed & breakfast inn differs from a bed & breakfast home, in that a bed & breakfast inn is a larger business facility located in business zoning districts, and bed & breakfast homes are located in private, single family detached residences for a smaller numbers of guests and are located in residential zoning districts.

These Amending Ordinances, which were recommended unanimously by the City of Henderson Planning Board at their 2 April 2012 meeting, also adds language relative to the following: sections 672B and 673B of the Zoning Ordinance outlining detail requirements for both types of Bed and Breakfast establishments.

Enclosures:

1. Ordinance 12-A-19
2. Ordinance 12-B-19

ORDINANCE 12-A-19

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

A ZONING ORDINANCE PROVIDING FOR BED & BREAKFAST HOMES

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

Section 1. That the Zoning Code of the City of Henderson is amended as follows:

A. That Section 1002.91 is amended to read as follows:

“91. *Tourist Home.* See Bed & Breakfast Home.”

B. That Section 1002.80 re Rooming House is amended to insert the words “a bed & breakfast home or” immediately before the words “a tourist home”.

C. That a new section be added designated as “Section 1002.7a” and reading as follows:

“7a. *Bed & Breakfast Home or Tourist Home.*” A private single family detached residence in which short-term lodging (not exceeding 7 consecutive days) is offered to the traveling public for compensation to not more than eight guests in no more than six rooms (see also definition of “Rooming House” for distinction therefrom).”

D. That Section 310A, 2.11 be amended to read “2.11 Bed & Breakfast Home or Tourist Home” and that the same be permitted with a Special Use Permit in OI, OIA, R11, R8, R6, RA, R15M, and R8M zoning districts.”

E. That Section 510, 2.11 be amended to read “2.11 Bed & Breakfast Home or Tourist Home” and requiring “2 parking spaces for the owner, plus 1 space per bedroom to be rented”.

F. That a new section be added designated as Section 672B and reading as follows:
“672B. *Bed & Breakfast Home or Tourist Home.*

672B.1 Private Residential Structure. The home must be located in a residential structure originally designed and used primarily as a private single family resident.

672B.2. Owner Occupancy. An owner (with at least a 10% ownership interest in the premises) of the residence must permanently reside therein.

672B.3. Rooms & Guests Limits. No more than six rooms shall be rented out to guests and no such room shall be occupied for sleeping purposes by more than two guests (plus said guest's children under eighteen years of age). The total number of guests (excluding children under eighteen years of age) shall not exceed eight on the premises at one time. No guest shall stay in the home for a period of more than seven days in any 15 day period.

672B.4. Premises Occupied. The quarters to be occupied by the owner and by all guests shall be in the principal residential structure. Separate structures, accessory buildings and garages are not permitted to be used as living units or sleeping rooms for bed and breakfast guests. No separate exterior doorways for individual guest rooms shall be permitted, unless the separate doorway was part of the original architecture of the house or was in existence prior to the adoption date of this provision.

672B.5. Floor Plan. There shall be submitted with each application, for approval by the Board of Adjustment, a floor plan of the entire structure, designating the use and floor area of each room and showing ingress and egress from each room. Plans for any enlargement to the exterior of the structure shall be submitted and specifically approved by the Board of Adjustment, after a public hearing, whether the enlargement is at the time of the original application or at any time thereafter in the future. All kitchens, bedrooms and bathrooms shall be in the main structure. In addition to one full bathroom for the owner, there shall be at least one full bathroom (with hot and cold running water) for each two bedrooms available for rental purpose.

672B.6. Room Subdivision. No existing rooms shall be subdivided into individual sleeping rooms containing less than 120 square feet, and no guest bedroom shall be added containing less than 120 square feet.

672B.7. Meals. There shall be only one kitchen facility on the premises. No food shall be sold to the general public. Overnight guests can only be served breakfast, together with afternoon or evening hors d'oeuvres and beverages on the premises; no other meals shall be provided on premises. No food preparation will be allowed in any guest's room.

672B.8. Fire & Safety. All safety and fire codes shall be met. Additionally, each guest room shall be equipped with a smoke detector and access to a fire extinguisher.

672B.9. Guest Stay & Registry. Guests are limited to a length of stay of no more than seven (7) consecutive days. The resident owner shall keep a current guest register including names, permanent addresses, dates of occupancy, and motor vehicle license number of all guests.

672B.10. Parking. Parking shall not be in the front yard or within side or back yard setbacks other than that which can be accommodated in a driveway no wider than 20 feet (part of which must be left open sufficient to allow any vehicles using interior parking spaces to pass). Guest parking area(s) in or adjacent to residential use districts shall be screened by appropriate vegetation, fencing or walls so that guests' vehicles are not visible from the street or from adjacent residential properties. The applicant shall submit a site plan which shall indicate where the parking is to be located and the manner in which it is to be screened. No guest parking shall be permitted within any street right of way.

672B.11. Location. The home must abut, and guests must have direct access to, a major, minor, or collector street.

672B. 12. Signage. The only sign permitted shall be one freestanding sign per public street frontage (with writing being permitted on each side). The sign(s) shall not exceed three feet in height and fifteen square feet in sign area when located within ten feet of the street right-of-way. When located more than ten feet from the right-of-way, the sign(2) shall not exceed five feet in height and fifteen square feet in sign area. Any sign lighting shall be located within four feet of the sign and no higher than the sign itself; any such lighting shall be directed towards the sign.

672B.13. Lighting. Other than the sign lighting, there shall be permitted one pole light (not to exceed 30 feet in height) at the guest parking area, provided that the light from the same is directed away from and shielded from adjacent properties. No other lighting is permitted other than that attached to the principal dwelling unit and any garage (which lighting shall not be directed toward adjoining properties), together with any ground lighting needed for walkways.

672B.14. Permits. The home shall obtain all required permits from the State."

- G. That Section 1002.80 be amended by adding the words "bed & breakfast home and" before the words "tourist home" in the second sentence and further by adding the following sentence at the end of the definition of "Rooming House":

"A rooming house shall be a residential structure designed and used primarily as a private residence and the owner (with at least a 10% ownership interest in the premises) shall permanently reside therein; no more than six rooms shall be rented out and no such room shall be occupied for sleeping purposes by more than two persons (plus guest's children under eighteen years of age).

- H. That the parking requirements for Sections 510, 2.13 and 510, 2.14 be deleted and the following inserted in lieu of the same:

"2.13. Rooming House _____ 2 spaces, plus 1 space per rented bedroom."

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

The foregoing Ordinance 12-A-19, 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 _____, 2012: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

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

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing Ordinance is a true and exact copy of *Ordinance 12-A-19, A Zoning Ordinance Providing For Bed & Breakfasts*, adopted by the Henderson, City Council in Regular Session on ** ** 20** (*See Minute Book 4*, p. **.*). This Ordinance is recorded in *Ordinance Book # 8*, pp. **.

Witness my hand and corporate seal of the City, this ** day of *** 20**.

Esther J. McCrackin
City Clerk
City of Henderson, North Carolina

ORDINANCE 12-B-19

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

A ZONING ORDINANCE PROVIDING FOR BED & BREAKFAST INNS

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

Section 1. That the Zoning Code of the City of Henderson is amended as follows:

A. That a new section be added designated as “Section 1002.7b” and reading as follows:

“7b. *Bed & Breakfast Inn.* A business in which short term (not exceeding seven consecutive days) lodging is offered to the traveling public for compensation for no more than twenty-three persons per night and with no more than twelve guest rooms. A bed & breakfast inn differs from a bed & breakfast home in that a bed & breakfast inn is a larger business facility located in business zoning districts and bed & breakfast homes are located in private, single family detached residences for smaller numbers of guests and are located in residential zoning districts.”

B. That Section 310A, 2.14 be amended to read “2.14 Bed & Breakfast Inns” and that the same be permitted with a Special Use Permit in B1, B2, B2A, B4, OI and OIA zoning districts.

C. That Section 510, 2.13 be amended to read “2.13 Bed & Breakfast Inn” and requiring two parking spaces for the owner or manager, plus one space per bedroom to be rented.

D. That a new section be added designated as Section 673B and reading as follows:
“673B *Bed & Breakfast Inn.*

673B.1 Original Structure Use. The business must be located primarily in a structure which was originally designed and used as a residential building.

673B.2. Occupancy by Owner or Manager. An owner (with at least a 10 percent ownership in the premises) of the property or a business manager must permanently reside therein.

673B.3. Rooms and Guest Limits. No more than twelve rooms shall be rented out to guests and no such room shall be occupied for sleeping purposes by more than two guests (plus a guest’s children under eighteen years of age). The total number of guests (excluding guest’s children under eighteen years of age) shall

not exceed twenty-three guests on the premises at any one time. No guests shall stay in the business for a period of more than seven days in any 15 day period.

673B.4. Premises Occupied. The quarters to be occupied by the owner or manager shall be in the principal structure which was originally residential in nature; also at least one-fourth of the bedrooms to be rented shall be in said principal structure.

673B.5. Floor Plan. There shall be submitted with each application, for approval by the Board of Adjustment, a floor plan of the entire structure, designating the use and floor area of each room and showing ingress and egress from each room. Plans for any enlargement to the exterior of the structure shall be submitted and specifically approved by the Board of Adjustment, after a public hearing, whether the enlargement is at the time of the original application or at any time thereafter in the future. All bathrooms shall have both hot and cold running water. In addition to one full bathroom for the owner/manager, there shall be a private full bathroom for each bedroom available for rental purposes (except a full bathroom can be shared by a two bedroom suite). All kitchens shall be in the main structure or in a separate “restaurant” structure.

673B.6. Room Subdivision. No existing rooms shall be subdivided into individual sleeping rooms containing less than 120 square feet and no bedroom shall be added containing less than 120 square feet.

673B.7. Meals and Accessory Uses. There shall be only one kitchen facility on the premises. No food preparation will be allowed in any guest’s room. Accessory uses that will be permitted on the property shall include, but shall not be necessarily limited to, restaurants, spas, meeting facilities (for no more than 100 people or as permitted by the fire code), provided that each such accessory uses are applied for through a Special Use Permit (which can be included within the Special Use Permit for the Bed & Breakfast Inn or can be applied for separately or later before such accessory use is to be opened).

673B.8. Fire & Safety. All safety and fire codes shall be met. Additionally, each guest room shall be equipped with a smoke detector and access to a fire extinguisher. There shall be more than one fire “exit” from any structure containing more than four bedrooms available for rental purposes. There shall be more than one stairway (open for all upstairs bedroom floors) in any structure containing more than four bedrooms located above the ground floor.

673B.9. Guest Stay & Registry. Guests are limited to a length of stay of no more than seven (7) consecutive days. The resident owner/manager shall keep a current guest register including names, permanent addresses, dates of occupancy, and motor vehicle license number of all guests.

673B.10. Parking. Parking shall be within the building setback lines and shall have individual parking spaces designated for the individual rooms to be rented; the parking lot shall be paved, but shall not exceed the impervious requirements of the zoning district in which the same is located. Parking spaces shall be constructed in accordance with Section 541 and 542 of the Zoning Code. Guest parking areas shall be screened by appropriate vegetation, fencing or walls so that guest vehicles are not visible from any the street or from any adjacent residential properties. The applicant shall submit a site plan which indicates where the parking spaces are to be located and the manner in which they are to be screened. No guest parking shall be permitted within any street right of way.

673B.11. Location. The business must abut, and guests must have direct access to, a major, minor, or collector street.

673B. 12. Signage. The only sign permitted shall be one freestanding sign per public street frontage (with writing being permitted on each side). The sign(s) shall not exceed fifteen feet in height and shall be limited to fifty square feet for each such sign. Any sign lighting shall be directed toward the sign.

673B.13. Lighting. Other than the sign lighting, there shall be permitted one pole light (not to exceed 30 feet in height) at the guest parking area provided that the light from the same is directed away from and shielded from adjacent properties. No other lighting is permitted other than that attached to the business structures (which lighting shall not be directed toward adjacent properties), together with any ground lighting needed for walkways.

673B. 14. Permits. The business shall obtain all required permits from the State.”

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

The foregoing Ordinance 12- , 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 _____, 2012: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O’Geary, Mayor

ATTEST:

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

John H. Zollicoffer, Jr., City Attorney
*Reference: Minute Book 4**, p. **.*

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the foregoing Ordinance is a true and exact copy of *Ordinance 12-B-19, A Zoning Ordinance Providing For Bed & Breakfast Inns*, adopted by the Henderson, City Council in Regular Session on ** ** 20** (*See Minute Book 4**, p. **). This Ordinance is recorded in *Ordinance Book # 8*, pp. **.

Witness my hand and corporate seal of the City, this ** day of *** 20**.

Esther J. McCrackin
City Clerk
City of Henderson, North Carolina

City Council Action Form

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



Agenda Item: _____

Council Meeting: 23 Apr 12 Short Reg. Meeting

6 April 2012

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

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

RE: CAF: 12-55

Consideration of Approval of: 1) Ordinance 12-32, FY 11-12 Budget Amendment # 41, Amending CIP Sewer Fund 44: 2) Ordinance 12-33, FY 11-12 Budget Amendment # 42, Amending the CIP Powell Bill Fund 42 and Powell Bill Fund 11: 3) Ordinance 12-34, FY 11-12 Budget Amendment # 43, Amending CIP General Fund 41, General Fund 10 and Elmwood Cemetery Fund 5: 4) Ordinance 12-31, FY 11-12 Budget Amendment #44, Amending the Regional Water Fund and the 2011 Revenue Refunding Bond Account: 5) Ordinance 12-35, FY 12-12 Budget Amendment #45. Amending Capital Reserves Utilities Fund 79 and Rate Stabilization Fund 79.

Ladies and Gentlemen:

Council Goals and Core Values Addressed By This Item:

- KSO 1: Implement Performance Excellence
- KSO 5: Provide Reliable, Dependable Infrastructure
- KSO 8: Provide Financial Resourcing

Recommendation:

- Consideration of Approval of: 1) Ordinance 12-32, FY 11-12 Budget Amendment # 41, Amending CIP Sewer Fund 44: 2) Ordinance 12-33, FY 11-12 Budget Amendment # 42, Amending the CIP Powell Bill Fund 42 and Powell Bill Fund 11: 3) Ordinance 12-34, FY 11-12 Budget Amendment # 43, Amending CIP General Fund 41, General Fund 10 and Elmwood Cemetery Fund 5: 4) Ordinance 12-31, FY 11-12 Budget Amendment #44, Amending the Regional Water Fund and the 2011 Revenue Refunding Bond Account: 5) Ordinance 12-35, FY 12-12 Budget Amendment #45. Amending Capital Reserves Utilities Fund 79 and Rate Stabilization Fund 79.

Executive Summary

The purpose of Ordinance 12-32, FY 12 Budget Amendment # 41 is to reconcile various current projects with their revenues and establish the basis for each, as well as establish a more valid baseline for the FY 12-13 Budget presentation.

The purpose of Ordinance 12-33, FY 12 Budget Amendment # 42 is also to reconcile various on-going projects with revenues and establish the basis for each. CIP Powell Bill 42 has two open projects: High Street Connector and several minor street improvements required as a result of Hurricane Irene in the fall of 2011. This Ordinance cleans up this fund. It also requires one small inter-fund transfer to Fund 11: Powell Bill, of \$21,600 in order to revert to its fund balance and be re-appropriated in fund 10-571 for FY 13 for street resurfacing.

The purpose of Ordinance 12-34, FY 12 Budget Amendment # 43 is to reconcile the various on-going projects with revenues and to establish the basis for each in CIP General Fund 41. As all of these projects are completed, this ordinance simply “cleans up” the fund. It also reflects two small inter-fund transfers to the General and Elmwood funds to remove any unallocated funds.

The purpose of Ordinance 12-31, FY 12 Budget Amendment # 44 is twofold. First is to correct the transfer from the Regional Water Fund and the corresponding expenditure for that transfer, both of which are a portion of the debt attributable to the Regional Water Fund and were understated in the original budget ordinance. Second is to correct the account relative to the Revenue Refunding Bonds, Series 2011, which replaced the 2001 Revenue Bonds in August of 2011.

The purpose of Ordinance 12-35, FY 12 Budget Amendment #45 is to transfer \$112,800 appropriated by Council during the FY 11-12 Budget process for the HWRF upgrade project from the general utilities reserve fund to the rate stabilization fund to help mitigate future rate increases needed to fund debt service associated with this project.

Enclosures:

1. Ordinance 12-32
2. Ordinance 12-33
3. Ordinance 12-34
4. Ordinance 12-31
5. Ordinance 12-35

ORDINANCE 12—32

FY 2011-2012 BUDGET AMENDMENT # 41 AN AMENDMENT TO THE CIP SEWER FUND 44

WHEREAS, the City Council of the City of Henderson (Council) adopted its FY11-12 Operating Budget on 13 June 2011; *and*

WHEREAS, the Council has created and uses a Capital Improvements Fund for active capital projects related to the water distribution system, said fund referred to as 44: CIP Sewer Fund; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and capital improvements budgets from time-to-time, said amendment incorporated in this Ordinance being more fully articulated in *Attachment A*.

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

FUNDS: 44: CIP Sewer			Ordinance 12-32 FY 11-12 Budget Amendment # 41			
CIP SEWER FUND REVENUES: 44			Original Budget	Current Budget	Amendment	Revised
Department	Line Item	Code				
840: San Sew Rehab						
	Transfer From Sewer I&I	44-444-461-024	\$ 185,000	\$ 185,000	\$ -	\$ 185,000
	CWMTF Grant-Sew Rehab	44-444-458-161	\$ 429,415	\$ 429,000	\$ -	\$ 429,000
	Rural Center Grant--Sew Rehab	44-444-458-162	\$ -	\$ 500,000	\$ -	\$ 500,000
	CWMTF Grant- UV	44-444-458-163	\$ -	\$ -	\$ -	\$ -
	Rural Center Grant--UV	44-444-458-165	\$ -	\$ -	\$ -	\$ -
	Vendor Rebate--UV	44-444-433-473	\$ -	\$ -	\$ -	\$ -
	Trans From Cap Reserve Utilities	44-444-461-071	\$ -	\$ -	\$ -	\$ -
	From Sewer Fund	44-444-461-031	\$ -	\$ 17,628	\$ -	\$ 17,628
	840: San Sewer Rehab Total		\$ 614,415	\$ 1,131,628	\$ -	\$ 1,131,628
842: Newton Pump						
	Transfer from Sewer Fund	44-444-461-031	\$ 21,000	\$ 42,000	\$ -	\$ 42,000
	Transfer from Cap Res Utilities	44-444-461-071	\$ -	\$ 5,900	\$ -	\$ 5,900
	842: Newton Total		\$ 21,000	\$ 47,900	\$ -	\$ 47,900
847: HWRP Project						
	Transfer from Cap Res Utilities	44-847-461-071	\$ 70,000	\$ 402,300	\$ -	\$ 402,300
	State Revolving Loan Fund	44-847-366-001	\$ -	\$ 15,615,000	\$ -	\$ 15,615,000
	State Revolving Loan--Grant	44-847-366-002	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
	847: HWRP Total		\$ 70,000	\$ 17,017,300	\$ -	\$ 17,017,300
850: UV Replacement						
	Rural Center Grant--UV	44-444-458-165	\$ 500,000	\$ 500,000	\$ -	\$ 500,000
	Vendor Rebate--UV	44-444-433-473	\$ 75,000	\$ 75,000	\$ -	\$ 75,000
	CWMTF Grant- UV	44-444-458-163	\$ 1,067,600	\$ 1,067,600	\$ -	\$ 1,067,600
	Trans From Cap Reserve Utilities	44-444-461-071	\$ 25,000	\$ 25,000	\$ -	\$ 25,000
	850: UV Replacement Total		\$ 1,667,600	\$ 1,667,600	\$ -	\$ 1,667,600
851: SS Rehab Project						
	State Revolving Loan	44-851-366-001	\$ 5,000	\$ 500,000	\$ -	\$ 500,000
	State Revolving Grant	44-851-366-002	\$ 5,000	\$ 500,000	\$ -	\$ 500,000
	851: SS Rehab Total		\$ 10,000	\$ 1,000,000	\$ -	\$ 1,000,000
852: Spring St. Sewer						
	Transfer from Cap Res Utilities	44-852-461-071	\$ 10,000	\$ 17,900	\$ -	\$ 17,900
	Trans from Sewer Fund	44-852-461-031		\$ 108,350	\$ -	\$ 108,350
	852: Spring St. Total		\$ 10,000	\$ 126,250	\$ -	\$ 126,250
TOTAL FUND REVENUE SUMMARY						
	840: San Sewer Rehab Total		\$ 614,415	\$ 1,131,628	\$ -	\$ 1,131,628
	842: Newton Total		\$ 21,000	\$ 47,900	\$ -	\$ 47,900
	847: HWRP Total		\$ 70,000	\$ 17,017,300	\$ -	\$ 17,017,300
	850: UV Replacement Total		\$ 1,667,600	\$ 1,667,600	\$ -	\$ 1,667,600
	851: SS Rehab Total		\$ 10,000	\$ 1,000,000	\$ -	\$ 1,000,000
	852: Spring St. Total		\$ 10,000	\$ 126,250	\$ -	\$ 126,250
	Total Fund Revenues		\$ 2,393,015	\$ 20,990,678	\$ -	\$ 20,990,678

CIP SEWER FUND EXPENDITURES: 44						
Department	Line Item	Code	Original Budget	Current Budget	Amendment	Revised
840: Sanitary Sewer Rehab Project						
	Contracted Services	44-840-504-513	\$ 185,000	\$ -	\$ -	\$ -
	Administration	44-840-509-900	\$ -	\$ -	\$ -	\$ -
	Contingency	44-840-509-900	\$ 34,775	\$ -	\$ -	\$ -
	Legal Administration	44-840-510-200	\$ 2,500	\$ 2,129	\$ -	\$ 2,129
	Engineering UV	44-840-510-298	\$ -	\$ 273	\$ -	\$ 273
	Engineering Report	44-840-510-299	\$ -	\$ 30,900	\$ -	\$ 30,900
	Engineering	44-840-510-301	\$ 80,570	\$ 32,813	\$ -	\$ 32,813
	Construction	44-840-510-400	\$ 267,550	\$ 844,285	\$ -	\$ 844,285
	UV Project-Construction	44-840-510-503	\$ -	\$ -	\$ -	\$ -
	Sewer Video Inspection	44-840-510-504	\$ -	\$ 161,708	\$ -	\$ 161,708
	Construction / Administration	44-840-510-800	\$ 44,020	\$ 59,520	\$ -	\$ 59,520
	840: Sanitary Sewer Rehab Total		\$ 614,415	\$ 1,131,628	\$ -	\$ 1,131,628
842: Newton Dairy Pump Project						
	Professional Services	44-842-500-400	\$ -	\$ 1,000	\$ -	\$ 1,000
	Contingency	44-842-509-900	\$ -	\$ -	\$ -	\$ -
	Engineering	44-842-510-300	\$ -	\$ 25,900	\$ -	\$ 25,900
	Construction	44-842-510-400	\$ -	\$ -	\$ -	\$ -
	Right of Way	44-842-510-600	\$ 21,000	\$ 21,000	\$ -	\$ 21,000
	842: Newton Dairy Total		\$ 21,000	\$ 47,900	\$ -	\$ 47,900
847: HWRF Improvements						
	Preliminary Engineering Rept	44-847-223-002	\$ -	\$ -	\$ -	\$ -
	Engineering Design	44-847-223-003	\$ -	\$ 843,125	\$ -	\$ 843,125
	Engineering Permitting Admin	44-847-223-004	\$ -	\$ 32,105	\$ -	\$ 32,105
	Engineering Bidding/Award	44-847-223-005	\$ -	\$ 39,380	\$ -	\$ 39,380
	Engineering Geotechnical	44-847-223-006	\$ -	\$ 110,000	\$ -	\$ 110,000
	Construction Admin	44-847-223010	\$ -	\$ 500,000	\$ -	\$ 500,000
	Admin, Permit & Legal Fees	44-847-461-001	\$ -	\$ -	\$ -	\$ -
	Admin Permitting fees	44-847-461-002	\$ -	\$ 20,000	\$ -	\$ 20,000
	Capital Outlay Reserved	44-847-499-099	\$ -	\$ 13,575,000	\$ -	\$ 13,575,000
	legal administration	44-847-510-200	\$ 2,000	\$ 2,000	\$ -	\$ 2,000
	Engineering	44-847-510-301	\$ 68,000	\$ 68,000	\$ -	\$ 68,000
	Closing Fee Grant/Loan Admin	44-847-670-001	\$ -	\$ 355,190	\$ -	\$ 355,190
	contingency	44-847-999-010	\$ -	\$ 1,357,500	\$ -	\$ 1,357,500
	Engineering Contingency	44-847-999-020	\$ -	\$ 115,000	\$ -	\$ 115,000
	847: HWRF Total		\$ 70,000	\$ 17,017,300	\$ -	\$ 17,017,300
850: UV Replacement Project						
	Contingency	44-850-509-900	\$ 127,500	\$ 127,500	\$ -	\$ 127,500
	Legal Administration	44-850-510-200	\$ 6,000	\$ 6,000	\$ -	\$ 6,000
	Engineering Report	44-850-510-298	\$ 25,000	\$ 22,150	\$ -	\$ 22,150
	Engineering Design	44-850-510-301	\$ 84,100	\$ 86,950	\$ -	\$ 86,950
	UV Project Construction	44-850-510-503	\$ 1,275,000	\$ 1,275,000	\$ -	\$ 1,275,000
	Construction / Admin	44-850-510-800	\$ 150,000	\$ 150,000	\$ -	\$ 150,000
	850: UV Total		\$ 1,667,600	\$ 1,667,600	\$ -	\$ 1,667,600
851: Sewer Rehabilitation Revolving Fund						
	Preliminary Engineering Rept	44-851-223-002	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
	Engineering Design	44-851-223-003	\$ -	\$ 61,000	\$ -	\$ 61,000
	Engineering Construction Admin	44-851-223-004	\$ -	\$ 23,000	\$ -	\$ 23,000
	Engineering Construction Obs	44-851-223-005	\$ -	\$ 65,000	\$ -	\$ 65,000
	Cap Outlay Not Yet Awarded	44-851-499-099	\$ -	\$ 841,000	\$ -	\$ 841,000
	851: Sewer Rehab RF Total		\$ 10,000	\$ 1,000,000	\$ -	\$ 1,000,000
852: Spring Street Sewer Project						
	Engineering	44-852-510-301	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
	Construction	44-852-510-400	\$ -	\$ 108,350	\$ -	\$ 108,350
	Encroachment Fees	44-852-461-002	\$ -	\$ 7,900	\$ -	\$ 7,900
	852: Spring St. Total		\$ 10,000	\$ 126,250	\$ -	\$ 126,250
TOTAL FUND EXPENDITURE SUMMARY						
	840: Sanitary Sewer Rehab Total		\$ 614,415	\$ 1,131,628	\$ -	\$ 1,131,628
	842: Newton Dairy Total		\$ 21,000	\$ 47,900	\$ -	\$ 47,900
	847: HWRF Total		\$ 70,000	\$ 17,017,300	\$ -	\$ 17,017,300
	850: UV Total		\$ 1,667,600	\$ 1,667,600	\$ -	\$ 1,667,600
	851: Sewer Rehab RF Total		\$ 10,000	\$ 1,000,000	\$ -	\$ 1,000,000
	852: Spring St. Total		\$ 10,000	\$ 126,250	\$ -	\$ 126,250
	Total Fund Expenditures		\$ 2,393,015	\$ 20,990,678	\$ -	\$ 20,990,678
	RECAP Fund 44					\$ -
	Total Revenues		\$ 2,393,015	\$ 20,990,678	\$ -	\$ 20,990,678
	Total Expenditures		\$ 2,393,015	\$ 20,990,678	\$ -	\$ 20,990,678
	Variance		\$ -	\$ -	\$ -	\$ -

Reference:	Notes:
840: Sanitary Sewer Rehab:	Initial Ordinance was an unnumbered ordinance approved on 9 June 2008 as budget amendment 34 to FY07-08 Budget in amount of \$614,415; 2) 2nd Ordinance approved via unnumbered ordinance dated 25 Aug 2008 allocating \$500,000 from Rural Center Grant for sewer rehab projects; 3) 3rd Ordinance approved via unnumbered Ordinance on 27 Oct 2008 providing for a \$1,581,000 increase as a result of CWMT Grant for UV System and a \$415 decrease in CWMT Grant for sewer rehab; 4) 4th Ordinance approved Ordinance 10-51 on 9 Aug 2010 providing for the removal of the UV system from 44-840 and establishing it as a separate expenditure budget at 44-850 in the amount of \$1,667,600; and 5) fifth Ordinance via Ordinance 12-18 approved on 27 Feb 2012 providing for multiple line item amendments to reconcile the budget to actual.
842: Newton Dairy Pump Project:	Initial appropriation established as part of FY10-11 Budget; 2) Ordinance 10-56 approved on 13 Sep 2010 in amount of \$5,900 and 3) Ordinance 11-52 on 8 Aug 2011 in amount of \$21,000.
850: UV Replacement Project:	Initial UV funding was established in 44-840; however, with funding received from CMTF, a separate project was established, pulling money from 44-840 and creating 44-850--See Ordinance 10-51 approved 9 Aug 2010.
851: Sewer Rehab Revolving Loan Fund	This grant/loan project was established first via Ordinance 10-82 on 13 Dec 2010 in the amount of \$10,000; 2) second ordinance was approved via Ordinance 11-28 on 12 Dec 2011 in the amount of \$1,000,000. The loan is for \$500,000 and grant for \$500,000.
852: Spring St. Sewer Replacement:	Initial Ordinance 11-44 approved 25 July 2011 in amount of \$10,000; Ordinance 11-55 approved 12 September 2011; and Ordinance 11-73 approved 12 Dec 2011

The foregoing Ordinance 12-32, upon motion of Council Member ** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was *** on this the 23rd day of April 2012. YES:. NO:. ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

*Reference: Minute Book 42, p. ****

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 12-32 adopted by the Henderson, City Council in Regular Session on 23 April 2012 (*Minute Book 42, p.****). This Ordinance is recorded in *Ordinance Book 8, p. ****.

Witness my hand and corporate seal of the City, this ** day of *** 2012.

Esther J. McCrackin
City Clerk
City of Henderson, North Carolina

Attachment A
Ordinance 12—32
FY 11-12 Budget Ordinance Amendment # 41
(Reference: CAF: 12-54; Ordinance 12-32)

The purpose of this comprehensive budget amendment is to reconcile the various on-going projects with revenues and to establish the basis for each. Some projects are anticipated to be completed by 30 June, such as 840 Sanitary Sewer Rehab and 852 Spring St. This reconciliation efforts furthers helps establish a more valid baseline for FY12-13 Budget presentation.

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

Reviewed by: _____ Date: _____
Judith Woods, Accounting Supervisor

Reviewed by: _____ Date: _____
A. Ray Griffin, Jr., City Manager

ORDINANCE 12—33

FY 2011-2012 BUDGET AMENDMENT # 42 AMENDMENTS TO THE 42: CIP POWELL BILL AND 11: POWELL BILL FUNDS

WHEREAS, the City Council of the City of Henderson (Council) adopted its FY11-12 Operating Budget on 13 June 2011; *and*

WHEREAS, the 11: Powell Bill Fund was among the several funds approved as part of the FY11-12 Budget approval process; *and*

WHEREAS, the Council has created and uses a Capital Improvements Fund for active capital projects related to the water distribution system, said fund referred to as 42: CIP Powell Bill Fund; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and capital improvements budgets from time-to-time, said amendment incorporated in this Ordinance being more fully articulated in *Attachment A*.

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

FUNDS: 11 Powell Bill & 42 CIP Powell Bill			Ordinance 12-33 FY 11-12 Budget Amendment # 42			
42 CIP POWELL BILL FUND REVENUES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
Revenues	Fund Balance Approp.	42-990-490-999	\$ -	\$ -	\$ 21,600	\$ 21,600
			\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ 21,600	\$ 21,600
						\$ 21,600
42 CIP POWELL BILL FUND EXPENDITURES			Approved \$ 40,725	Current Budget	Amendment	Revised
Department	Line Item	Code				
Powell Bill	Trans to 11: Powell Bill	42-690-561-011	\$ -	\$ -	\$ 21,600	\$ 21,600
			\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ 21,600	\$ 21,600
						\$ 21,600
Variance					\$ -	
11 POWELL BILL FUND REVENUES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
Revenues	From 42: CIP Powell Bill	11-980-461-042	\$ -	\$ -	\$ 21,600.00	\$ 21,600.00
			\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ 21,600.00	\$ 21,600.00
						\$ 21,600.00
11 POWELL BILL FUND EXPENDITURES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
Powell Bill	Reserve	11-690-509-850	\$ -	\$ -	\$ 21,600.00	\$ 21,600.00
			\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ 21,600.00	\$ 21,600.00
						\$ 21,600.00
Variance					\$ -	
Reference:			Notes:			
Council Meeting of 23 April 2012; Ordinance 12-33, CAF 12-59			Purpose of this amendment is to reconcile Fund 42 CIP Powell Bill and transfer unbudgeted funds accrued to fund to Powell Bill fund. These funds are budgeted to reserve and will lapse into Powell Bill fund balance at 30 June. By virtue of the FY13 Budget process, these funds will be recommended for allocation for street resurfacing.			

The foregoing Ordinance 12-33, upon motion of Council Member ** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was *** on this the 23rd day of April 2012. YES:. NO:. ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

*Reference: Minute Book 42, p. ****

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 12-33 adopted by the Henderson, City Council in Regular Session on 23 April 2012 (*Minute Book 42, p.****). This Ordinance is recorded in *Ordinance Book 8, p. ****.

Witness my hand and corporate seal of the City, this ** day of *** 2012.

Esther J. McCrackin
City Clerk
City of Henderson, North Carolina

Attachment A
Ordinance 12—33
FY 11-12 Budget Ordinance Amendment # 42
(Reference: CAF: 12-59; Ordinance 12-33)

The purpose of this comprehensive budget amendment is to reconcile the various on-going projects with revenues and to establish the basis for each in 42: CIP Powell Bill Fund. Two projects remain open: High Street Connector and several minor street improvements required as a result of Hurricane Irene in Fall, 2011.. Thus, this ordinance “cleans up” the Fund. Additionally, one small inter-fund transfer of \$21,600 is sent back to 11: Powell Bill Fund so that it might revert to its fund balance and be re-appropriated in FY13 for street resurfacing in 10:571.

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

Reviewed by: _____ Date: _____
Judith Woods, Accounting Supervisor

Reviewed by: _____ Date: _____
A. Ray Griffin, Jr., City Manager

ORDINANCE 12—34

FY 2011-2012 BUDGET AMENDMENT # 43

AMENDMENTS TO THE 41: CIP GENERAL; 10: GENERAL AND 51: ELMWOOD CEMETERY FUNDS

WHEREAS, the City Council of the City of Henderson (Council) adopted its FY11-12 Operating Budget on 13 June 2011; *and*

WHEREAS, the 10: General Fund and 51: Elmwood Cemetery Fund were among the several funds approved as part of the FY11-12 Budget approval process; *and*

WHEREAS, the Council has created and uses a Capital Improvements Fund for active capital projects related to the water distribution system, said fund referred to as 41: CIP General Fund; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual operating and capital improvements budgets from time-to-time, said amendment incorporated in this Ordinance being more fully articulated in *Attachment A*.

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

FUNDS: 41: CIP General; 10: General & 51			Ordinance 12-34			
CIP GENERAL FUND REVENUES: 41			PART "A"			
			FY 11-12 Budget Amendment # 43			
Department	Line Item	Code	Original Budget	Current Budget	Amendment	Revised
627: Beacon Light						
	Hud Reimbursement	41-411-458-198	\$ 7,500	\$ 399,900	\$ -	\$ 399,900
	NC Sales Tax Refund	41-411-411-035	\$ -	\$ 3,000	\$ (1,998)	\$ 1,002
	Investments	41-411-444-010	\$ -	\$ 8,500	\$ 429	\$ 8,929
		627: Beacon Total	\$ 7,500	\$ 411,400	\$ (1,569)	\$ 409,831
628: Embassy						
	From General Fund	41-411-461-025	\$ 1,533,210	\$ 1,533,210	\$ -	\$ 1,533,210
	Investments	41-411-444-010	\$ 160,649	\$ 160,649	\$ -	\$ 160,649
	Rental Revenue	41-411-456-500	\$ 26,207	\$ 26,207	\$ -	\$ 26,207
	NC Sales Tax Refund	41-411-411-035	\$ 74,254	\$ 74,254	\$ -	\$ 74,254
		628: Embassy Total	\$ 1,794,320	\$ 1,794,320	\$ -	\$ 1,794,320
645: Ops Center						
	NC Sales Tax Refund	41-411-410-035	\$ 16,000	\$ 16,000	\$ (125)	\$ 15,875
	Transfer from Cap Reserve Utilities	41-411-461-071	\$ 24,000	\$ 24,000	\$ -	\$ 24,000
		645: Ops Cter Total	\$ 40,000	\$ 40,000	\$ (125)	\$ 39,875
Miscellaneous Revenues						
	Private Donation Elmwood II	41-411-455-061	\$ -	\$ -	\$ 550	\$ 550
	Sale of Assets	41-411-457-000	\$ -	\$ -	\$ 125	\$ 125
	Transfer From Gen F Cemetery	41-411-461022	\$ -	\$ -	\$ 820	\$ 820
		Misc Total	\$ -	\$ -	\$ 1,495	\$ 1,495
TOTAL FUND REVENUE SUMMARY						
		627: Beacon Total	\$ 7,500	\$ 411,400	\$ (1,569)	\$ 409,831
		628: Embassy Total	\$ 1,794,320	\$ 1,794,320	\$ -	\$ 1,794,320
		Misc Total	\$ -	\$ -	\$ 1,495	\$ 1,495
		645: Ops Cter Total	\$ 40,000	\$ 40,000	\$ (125)	\$ 39,875
		Total Fund Revenues	\$ 1,841,820	\$ 2,245,720	\$ (199)	\$ 2,245,521

41: CIP GENERAL FUND EXPENDITURES:			Original Budget	Current Budget	Amendment	Revised
Department	Line Item	Code				
627: Beacon Light						
	Contracted Services	41-627-504-500	\$ -	\$ 399,900	\$ -	\$ 399,900
	Trans to 10: General Fund	41-627-561-010	\$ -	\$ -	\$ 2,378	\$ 2,378
	Professional Services	41-627-500-400	\$ 7,500	\$ 11,500	\$ (3,947)	\$ 7,553
	627: Beacon Total		\$ 7,500	\$ 411,400	\$ (1,569)	\$ 409,831
628: Embassy						
	All expenditures	all codes	\$ 1,794,320	\$ 1,794,320	\$ -	\$ 1,794,320
	628: Embassy Total		\$ 1,794,320	\$ 1,794,320	\$ -	\$ 1,794,320
645: Ops Center						
	Trans to 10: General Fund	41-645-561-010	\$ -	\$ -	\$ 125	\$ 125
	Capital Outlay Repair	41-645-507-300	\$ 40,000	\$ 40,000	\$ (125)	\$ 39,875
	645: Ops Cter Total		\$ 40,000	\$ 40,000	\$ (125)	\$ 39,875
660: Nondepartmental						
	Trans to 50: Elmwood Cem	41-660-561-051	\$ -	\$ -	\$ 550	\$ 550
	Trans to 10: General Fund	41-660-561-010	\$ -	\$ -	\$ 945	\$ 945
	660: NonDep Total		\$ -	\$ -	\$ 1,495	\$ 1,495
TOTAL FUND EXPENDITURE SUMMARY						
		627: Beacon Total	\$ 7,500	\$ 411,400	\$ (1,569)	\$ 409,831
		628: Embassy Total	\$ 1,794,320	\$ 1,794,320	\$ -	\$ 1,794,320
		645: Ops Cter Total	\$ 40,000	\$ 40,000	\$ (125)	\$ 39,875
		660: NonDep Total	\$ -	\$ -	\$ 1,495	\$ 1,495
		Total Fund Expenditures	\$ 1,841,820	\$ 2,245,720	\$ (199)	\$ 2,245,521
		RECAP Fund 41				\$ -
		Total Revenues	\$ 1,841,820	\$ 2,245,720	\$ (199)	\$ 2,245,521
		Total Expenditures	\$ 1,841,820	\$ 2,245,720	\$ (199)	\$ 2,245,521
		Variance	\$ -	\$ -	\$ -	\$ -
Reference: Notes:						
Interfund Transfers:		1) The interfund transfer to the General Fund equals \$3,323 and is comprised of \$2,378 from 627-561-010 and \$945 from 660-561-010. 2) The interfund transfer to Elmwood Cemetery fund is \$550 found in 660-561-051				
827: Beacon Light		1) Project established on 8 Nov 2010 via Ordinance 10-75, appropriating \$7,500 for professional services. 2) Second ordinance approved on 23 May 2011 via Ordinance 11-02 appropriating \$403,900. Project was completed in Fall, 2011. This amendment reconciles the project budget to actual so it can be closed out.				
628: Embassy		This project is in total balance and was completed in the mid-2000's; however, the project has remained on the books. The purpose of this amendment is to officially close it out.				
645 Ops Center		This project was established on 14 Sep 2009 via Ordinance 09-64. The project is completed and the purpose of this amendment is to reconcile its expenses and revenues to actual and close out the project.				
Miscellaneous Revenues		There are three unbudgeted revenue sources that have not been aligned to any projects. The purpose of this amendment is to budget the revenues and to appropriate them to the Elmwood and General funds.				
Active Projects		There are no active projects in Fund 41: CIP General. This budget reconciliation ordinance will have the effect of closing out the three projects remaining on the books.				

FUNDS: 10: GENERAL & 51: ELMWOOD			Ordinance 12-34 PART "B" FY 11-12 Budget Amendment # 43			
10 GENERAL FUND REVENUES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
Revenues	Trans from 41: CIP General	10-980-461-041	\$ -	\$ -	\$ 3,323	\$ 3,323
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ 3,323	\$ 3,323
						\$ 3,323
10 GENERAL FUND EXPENDITURES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
Streets	MR Auto Garage	10-570-501-705	\$ 19,500	\$ 19,500	\$ 3,323	\$ 22,823
			\$ -	\$ -	\$ -	\$ -
		Total	\$ 19,500	\$ 19,500	\$ 3,323	\$ 22,823
						\$ 22,823
		Variance			\$ -	
51 ELMWOOD CEMETERY FUND REVENUES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
Revenues	Trans from 41: CIP General	51-980-461-041	\$ -	\$ -	\$ 550.00	\$ 550.00
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ 550.00	\$ 550.00
						\$ 550.00
51 ELMWOOD CEMETERY FUND EXPENDITURES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
Elmwood Cemetery	51-855-509-800	51-855-509-800	\$ -	\$ -	\$ 550.00	\$ 550.00
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ 550.00	\$ 550.00
						\$ 550.00
		Variance			\$ -	
Reference:			Notes:			
51: Elmwood Fund			Transfer from 41: CIP moves dedicated revenue for Elmwood Cemetery to trust balance.			
10: General Fund			Transfer from 41: CIP General to help replenish maintenance and repair code in 10-570			

The foregoing Ordinance 12-34, upon motion of Council Member ** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was *** on this the 23rd day of April 2012. YES:. NO:. ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Reference: Minute Book 42, p. ***

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 12-34 adopted by the Henderson, City Council in Regular Session on 9 April 2012 (*Minute Book 42*, p.***). This Ordinance is recorded in *Ordinance Book 8*, p. ***.

Witness my hand and corporate seal of the City, this ** day of *** 2012.

Esther J. McCrackin
City Clerk
City of Henderson, North Carolina

Attachment A
Ordinance 12—34
FY 11-12 Budget Ordinance Amendment # 43
(Reference: CAF: 12-60; Ordinance 12-34)

The purpose of this comprehensive budget amendment is to reconcile the various on-going projects with revenues and to establish the basis for each in 41: CIP General Fund. All projects are completed, with some being completed many years ago. Thus, this ordinance “cleans up” the Fund. Additionally, two small inter-fund transfers are made to the General and Elmwood funds in order to clear the Fund of any unallocated funds.

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

Reviewed by: _____ Date: _____
Judith Woods, Accounting Supervisor

Reviewed by: _____ Date: _____
A. Ray Griffin, Jr., City Manager

ORDINANCE 12—31

Council Member ** introduced the following Ordinance that was seconded by Council Member ** and read:

**FY 2011-2012 BUDGET AMENDMENT # 44
AMENDMENTS TO THE REGIONAL WATER FUND AND
THE 2011 REVENUE REFUNDING BOND ACCOUNT**

WHEREAS, the City Council of the City of Henderson, on 13 June 2011, adopted the FY 11-12 Municipal Operating and Capital Budget; *and*

WHEREAS, it is necessary to amend the various revenue and expense accounts of the annual budget from time-to-time, and the reason for FY 11-12 Budget Amendment #44 is more fully articulated in *Attachment A* to this Ordinance.

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

Fund: Debt Service			Ordinance 12-31			
			FY 11-12 Budget Amendment #44			
REVENUES			Approved	Current		
Department	Line Item	Code	1-Jul-11	Budget	Amendment	Revised
	TF Regional Water	12-200-461064	\$ 1,147,001	\$ 1,147,001	\$ 3,004	\$ 1,150,005
	TF Sewer Fund	12-200-461031	\$ 907,397	\$ 907,397	\$ -	\$ 907,397
	TF Water Fund	12-200-461064	\$ 998,561	\$ 998,561	\$ -	\$ 998,561
	TF General Fund	12-200-461070	\$ 949,720	\$ 949,720	\$ -	\$ 949,720
	Bond Proceeds	12-200-444031	\$ -	\$ 329,230	\$ 7,500	\$ 336,730
		Total	\$ 4,002,679	\$ 4,331,909	\$ 10,504	\$ 4,342,413
						\$ 4,342,413
EXPENDITURES			Approved	Current		
Department	Line Item	Code	1-Jul-11	Budget	Amendment	Revised
	Professional Services	12-110-508200	\$ -	\$ 329,230	\$ 18,933	\$ 348,163
	Admin Fees - Bonds	12-110-508320	\$ 4,637	\$ 4,637	\$ (4,637)	\$ -
	Police Dept Princ	12-110-508221	\$ 350,000	\$ 350,000	\$ -	\$ 350,000
	Aquatics Principal	12-110-508321	\$ 264,270	\$ 264,270	\$ -	\$ 264,270
	2001 Rev Bonds Prin	12-110-508213	\$ 790,003	\$ 790,003	\$ (790,003)	\$ -
	Overhead Stor Princ	12-110-508214	\$ 42,100	\$ 42,100	\$ -	\$ 42,100
	2" Water Line Princ	12-110-508215	\$ 295,770	\$ 295,770	\$ -	\$ 295,770
	Sanitary Sewer Princ	12-110-508216	\$ 137,390	\$ 137,390	\$ 3	\$ 137,393
	Ruin Cr Outfall Princ	12-110-508217	\$ 115,290	\$ 115,290	\$ -	\$ 115,290
	NVHS Sewer Princ	12-110-508218	\$ 62,225	\$ 62,225	\$ 1	\$ 62,226
	Warren Co Line Princ	12-110-508219	\$ 2,200	\$ 2,200	\$ -	\$ 2,200
	Reg Loopline Princ	12-110-508220	\$ 861,000	\$ 861,000	\$ 3,000	\$ 864,000
	Reg Raw Water Princ	12-110-508221	\$ 143,815	\$ 143,815	\$ -	\$ 143,815
	Police Dept Interest	12-110-508311	\$ 132,370	\$ 132,370	\$ -	\$ 132,370
	Aquatics Interest	12-110-508312	\$ 72,150	\$ 72,150	\$ -	\$ 72,150
	2001 Rev Bonds Inter	12-110-508313	\$ 509,689	\$ 509,689	\$ (87,493)	\$ 422,196
	Overhead Stor Inter	12-110-508314	\$ 8,665	\$ 8,665	\$ -	\$ 8,665
	2" Water Line Inter	12-110-508315	\$ 7,550	\$ 7,550	\$ -	\$ 7,550
	Sanitary Sewer Inter	12-110-508316	\$ 13,950	\$ 13,950	\$ -	\$ 13,950
	Ruin Cr Outfall Int	12-110-508317	\$ 23,725	\$ 23,725	\$ -	\$ 23,725
	NVHS Sewer Interest	12-110-508318	\$ 15,530	\$ 15,530	\$ -	\$ 15,530
	Warren Co Line Inter	12-110-508319	\$ 8,160	\$ 8,160	\$ -	\$ 8,160
	Reg Loopline Inter	12-110-508320	\$ 94,355	\$ 94,355	\$ -	\$ 94,355
	Reg Raw Water Inter	12-110-50832	\$ 47,835	\$ 47,835	\$ -	\$ 47,835
	2011 Rev Bonds Prin	12-112-508100	\$ -	\$ -	\$ 730,000	\$ 730,000
	2011 Rev Bonds Int	12-112-508200	\$ -	\$ -	\$ 140,700	\$ 140,700
			\$ -	\$ -	\$ -	\$ -
		Total	\$ 4,002,679	\$ 4,331,909	\$ 10,504	\$ 4,342,413
						\$ 4,342,413.00
		<i>variance</i>			\$ -	
Reference:			Notes:			
Ord 12-31 & CAF 12-55 on 23 April 2012			Amend original budget for Debt Service Fund to correct debt service payment for Regional Water (\$3,004). The Regional Water Fund budget was amended by an Interdepartmental Transfer - but the Debt Service Fund was never amended for the additional revenue and expenditure. Additionally, to reduce the budget for the 2001 bonds and budget payment for the 2011 bonds as a result of the August 2011 bond refunding.			

The foregoing Ordinance 12-31, upon motion of Council Member ** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was *** on this the 23rd day of April 2012: YES: ***. NO: **. ABSTAIN: **. ABSENT: **.

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

*Reference: Minute Book 42 p. ***; CAF 12-55*

**STATE OF NORTH CAROLINA
CITY OF HENDERSON**

I, Esther J. McCrackin, the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 12—31 adopted by the Henderson, City Council in Regular Session on 23 April 2012 (Minute Book 42 p.**). This Ordinance is recorded in Ordinance Book 8, p. ***.

Witness my hand and corporate seal of the City, this *** day of April 2012.

Esther J. McCrackin
City Clerk
City of Henderson, North Carolina

Attachment A
Ordinance 12—13
FY 11-12 Budget Ordinance Amendment 44
(Reference: CAF: 12-55; Ordinance 12-31)

Debt Service Fund

Amendment #44 adjusts the original budget for the Debt Service Fund for two purposes, the first being to correct the Transfer from the Regional Water Fund and the corresponding expenditure for that transfer, both of which are for a portion of the debt attributable to the Regional Water Fund. This transfer and expenditure were understated in the original Budget Ordinance. Additionally, to correct the accounts related to the Revenue Refunding Bonds, Series 2011, which were issued in August of 2011 and which “replaced” the 2001 Revenue Bonds.

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

Reviewed by: _____ Date: _____
A. Ray Griffin, Jr., City Manager

ORDINANCE 12—35

FY 2011-2012 BUDGET AMENDMENT #45

AMENDMENTS TO THE 70: CAPITAL RESERVE UTILITIES AND 79: CAPITAL RESERVE UTILITIES RATE STABLIZATION FUNDS

WHEREAS, the City Council of the City of Henderson (Council) adopted its FY11-12 Operating Budget on 13 June 2011; *and*

WHEREAS, the Council has created and uses a Capital Improvements Fund for active capital projects related to the water distribution and sewer treatment and collection systems, said fund referred to as 70: Capital Reserve Utilities Fund; *and*

WHEREAS, the Council created 79: Capital Reserve Rate Stabilization Fund in 2012 in order to reserve certain funds for rate stabilization associated with anticipated debt service requirements for improvements at the Kerr Lake Regional Water Treatment Facility; *and*

WHEREAS, the Council appropriated \$112,800 for future costs associated with the planned improvements to the Henderson Water Reclamation Facility (HWRF) as part of its FY11-12 Budget process, said funds being transferred from 31: Sewer Fund to 70: Capital Reserve Rate Stabilization Fund; *and*

WHEREAS, it is felt it more appropriate to reserve and track funds allocated for the HWRF project to be housed in the 79: Rate Stabilization Fund, said amendment being more fully described in Attachment A to this Ordinance.

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

FUNDS: 70: Capital Reserve Utilities and 79: Capital Reserve Rate Stabilization			Ordinance 12-35 FY 11-12 Budget Amendment # 45			
70: CAPITAL RESERVE UTILITIES FUND REVENUES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ -	\$ -
						\$ -
70 CAPITAL RESERVE UTILITIES FUND EXPENDITURES			Approved 1 Jul 11	Current Budget	Amendment	Revised
Department	Line Item	Code				
NonDepartmental	Trans to 79: Rate Stabilization	70-660-561-079	\$ -	\$ -	\$ 112,800	\$ 112,800
Cap Res Utilities	to Fund Balance	70-865-509-800	\$ 221,540	\$ 221,540	\$ (112,800)	\$ 108,740
		Total	\$ 221,540	\$ 221,540	\$ -	\$ 221,540
						\$ 221,540
		Variance			\$ -	
79 CAPITAL RESERVE RATE STABILIZATION FUND REVENUES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
Revenues	Trans from 70: CR Utilities	79-652-461-070	\$ -	\$ -	\$ 112,800.00	\$ 112,800.00
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ 112,800.00	\$ 112,800.00
						\$ 112,800.00
79 CAPITAL RESERVE RATE STABILIZATION FUND EXPENDITURES			Approved 1-Jul-11	Current Budget	Amendment	Revised
Department	Line Item	Code				
HWRP Upgrade	Rate Stabilization	79-652-535-750	\$ -	\$ -	\$ 112,800.00	\$ 112,800.00
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ 112,800.00	\$ 112,800.00
						\$ 112,800.00
		Variance			\$ -	
Reference: Council Meeting, 23 Apr 2012; Ordinance 12-35			Notes: Purpose of this amendment is to transfer funds allocated for Sewer Plant upgrades from Capital reserve Utilities to Capital Reserve Rate Stabilization. The Capital Reserve Utilities fund provides for unspecified projects while funds being raised for the sewer plant upgrade are to be used specifically for rate stabilization. Moving funds this FY and using this new account from this point forward will ensure the funds are properly set aside and tracked.			

The foregoing Ordinance 12-35, upon motion of Council Member ** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was *** on this the 23rd day of April 2012. YES:. NO:. ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Reference: Minute Book 42, p. ***

STATE OF NORTH CAROLINA
CITY OF HENDERSON

I, Esther J. McCrackin the duly appointed, qualified City Clerk of the City of Henderson, do hereby certify the attached is a true and exact copy of Ordinance 12-35 adopted by the Henderson, City Council in Regular Session on 9 April 2012 (*Minute Book 42*, p.***). This Ordinance is recorded in *Ordinance Book 8*, p. ***.

Witness my hand and corporate seal of the City, this ** day of *** 2012.

Esther J. McCrackin
City Clerk
City of Henderson, North Carolina

Attachment A
Ordinance 12—35
FY 11-12 Budget Ordinance Amendment # 45
(Reference: CAF: 12-55; Ordinance 12-35)

The purpose of this Amendment is to transfer the \$112,800 appropriated by Council during its FY11-12 Budget process for the HWRF upgrade project from the general utilities reserve fund to the rate stabilization fund. (*See: 31-822-509-706 and 70:700-461-031*) The latter now provides for a project specific identification for collection of said funds. The purpose of these funds is to help mitigate future rate increases needed to fund debt service associated with this project.

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

Reviewed by: _____ Date: _____
Judith Woods, Accounting Supervisor

Reviewed by: _____ Date: _____
A. Ray Griffin, Jr., City Manager

City Council Action Form

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



Agenda Item: _____

Council Meeting: 23 Apr. Short Reg. Meeting

16 April 2012

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

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

RE: CAF: 12-59

Consideration of Approval of Resolution 12-38, Awarding a Contract with ECS Carolinas, LLP Relative to Subsurface Exploration and Geotechnical Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility.

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Consideration of Approval of Resolution 12-38, Awarding a Contract with ECS Carolinas, LLP Relative to Subsurface Exploration and Geotechnical Engineering Services Needed in Conjunction with Improvements at the Henderson Water Reclamation Facility.

Executive Summary

Engineering design has been ongoing for improvements to the Henderson Water Reclamation Facility. Included in the proposed budget for the project, but not inclusive of McGill's contract, is subservice exploration and Geotechnical Engineering work. City policy exempts projects from the Mini-Brooks Act if the fee is considered to be less than \$30,000. Proposals from three different firms were received to perform, all of which are reputable firms, and of which have performed work for the city before.

Prices are as follows:

- | | |
|-----------------------|---|
| 1. ECS Carolinas, LLP | \$ 9,650 (includes \$850 for locate services) |
| 2. Terracon | \$10,200 |
| 3. S&ME | \$16,000 |

Based on the proposals received, it is recommended that the contract be awarded to ECS Carolinas, LLP.

There is an existing account set up in the HWRF Project budget to perform this work.

1. Resolution 12-38

RESOLUTION 12-38

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ECS CAROLINAS, LLP TO PERFORM SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING SERVICES RELATIVE TO PLANNING AND DESIGN FOR IMPROVEMENTS AT THE HENDERSON WATER RECLAMATION FACILITY

WHEREAS, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2011 Strategic Planning Retreat; *and*

WHEREAS, two of the Key Strategic Objectives are addressed by this Resolution 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 KSO 5: To Provide Reliable, Dependable and Environmental Compliant Infrastructure Systems; and

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction or replacement of wastewater collection systems; *and*

WHEREAS, the Council authorized submission of an application on 14 February 2011 via Resolution 11-12, requesting State loan and/or grant assistance from the State Revolving Fund Grant/Loan; *and*

WHEREAS, the design work is ongoing for the improvements to the HWRF Project; *and*

WHEREAS, subsurface exploration and geotechnical work is required to complete the design process; *and*

WHEREAS, proposals have been received to perform this work, and it is recommended that ECS Carolina, LLP be contracted to perform this work.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Henderson, North Carolina, that it does hereby authorize the execution of an agreement for Subsurface Exploration and Geotechnical Engineering with ECS Carolinas, LLP and being more fully articulated in *Attachment "A"* to this Resolution.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the Agreement and other applicable documents as necessary to proceed with this work.

The foregoing Resolution 12-38, 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 _____ 2011:
YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

John H. Zollicoffer, Jr., City Attorney

*Reference: Minute Book 42, pp. **.*

Reference: Resolution 11-12



ECS CAROLINAS, LLP

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

NC Registered Engineering Firm F-1076

April 13, 2012

Mr. Frank Frazier
Assistant City Manager
City of Henderson
134 Rose Avenue
Henderson, North Carolina 27536

RE: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Henderson Water Reclamation Improvements
1646 West Andrews Avenue
Henderson, North Carolina
ECS Proposal Number 06:15649

Dear Mr. Frazier:

ECS Carolinas, LLP (ECS) is pleased and would like to thank you for the opportunity to submit this proposal to provide a subsurface exploration and geotechnical analysis for the above referenced project in Henderson, North Carolina. This proposal contains our project understanding, proposed scope of services, fees, schedule of work and authorization requirements.

PROJECT UNDERSTANDING

ECS understands that the proposed construction will consist of new process basins, headworks, pump stations, and site piping. It is anticipated that foundation elevations will be approximately 6 to 28 feet below the existing grades. Plans with locations and coordinates of the proposed borings were provided by Joel Whitford with McGill Associates, PA. This proposal assumes that the boring locations are accessible to a truck-mounted drill rig without the need for clearing.

SCOPE OF SERVICES

The purpose of this exploration is to explore the site subsurface conditions and provide geotechnical recommendations for site development and foundation systems. To accomplish this, ECS proposes to explore the site with soil test borings as described below. This information should be used by the design engineers and architects to formulate the individual component designs.

Field Exploration and Laboratory Services

Based on the requested boring locations, we propose to perform 16 soil test borings to estimated depths of 20 to 40 feet below existing site grade (approximately 10 to 15 feet below foundations) or auger refusal, whichever occurs first. The total drilling included in this proposal is 475 linear feet. If auger refusal on rock is encountered before reaching the proposed foundation elevations, the owner and design team will be consulted to determine if rock coring will be needed. If rock coring is necessary based on the conditions, it is anticipated that it could be completed in one day of field work.

**Proposal for Subsurface Exploration and Geotechnical Engineering Services
Henderson Water Reclamation Improvements
Henderson, North Carolina
ECS Proposal Number 06:15649**

Standard Penetration Test (SPT) sampling will be performed in general accordance with ASTM D1586 at regular depth intervals in each soil test boring. The boreholes will be checked for groundwater upon completion of drilling, and then backfilled by shoveling the soil cuttings into the holes; some settling may occur over time.

Upon completion of the field exploration, the soil samples will be returned to the laboratory and visually classified in general accordance with the Unified Soil Classification System and selected samples will be tested for moisture content and index testing in accordance with ASTM Standards.

Engineering Report

The conditions encountered by the borings and the results of the laboratory testing will be evaluated by a geotechnical engineer and recommendations for design and construction of the project will be developed. The engineering report will include the following items, if appropriate for this site:

- Project description;
- Site conditions, including geologic, and special site features;
- Field exploration and the laboratory testing procedures;
- Subsurface conditions;
- Foundation recommendations;
 - Allowable bearing pressures;
 - Estimated settlement (total and differential);
- Site development recommendations;
- Suitability of soils for use as fill material;
- Discussion of groundwater impact;
- Techniques to control shallow groundwater;
- Discussion of difficult excavation;
- Lateral earth pressure recommendations;
- Pavement Recommendations;
- Compaction recommendations;
- Special conditions encountered;
- Site vicinity map;
- Boring location plan;
- Soil test boring logs; and
- Summary of laboratory test results.

We typically provide three hard copies of our report sent by U.S. Mail. If requested, we can issue the report by e-mail, so that it is received sooner by all required/indicated parties. Overnight delivery of reports will be charged as per the attached fee schedule.

FEES/COST OF SERVICES

Based on the scope of services and drilling quantities outlined in this proposal, our lump sum fee will be **\$8,800.00**. If rock coring is needed, the additional fee will be \$1,750 for one day of coring. We have also included a copy of our Unit Fee Schedule that would be applicable for any additions or deletions to the scope of services required for the project. If unanticipated subsurface conditions are encountered that would require modification to the proposed scope of services, you will be contacted, as mentioned previously, for both your review and authorization.

The fees assume that the site is accessible to a truck-mounted drill rig and that we have full access to the site and are not required to encounter standby time or wait on others to gain access to our drilling locations. If these problems are encountered, you will be charged the additional time plus the additional charges in accordance with our attached Fee Schedule.

SCHEDULE OF WORK

We will begin the above scope of work immediately after receiving your written authorization to proceed. Our work starts with our contacting the public utility locator service, but we cannot begin work on-site until they have completed their location work, usually within 48 hours, excluding weekends and holidays. Field work cannot begin until written authorization is received.

Based on current availability and weather permitting, we anticipate that the field work will begin within 2 to 3 business days of **receiving written authorization to proceed**. We anticipate that the field work will take about 4 to 5 business day to complete, and the reports will be provided in approximately **7 to 10 business days after the completion of all field work**. In order to maintain this schedule, it is critical that we receive your written authorization, special instructions and distribution list in a timely manner.

Preliminary Items

Existing utilities must be addressed before beginning on-site exploratory work, as follows:

- ECS will contact the public utility locator service, North Carolina One-Call Center, to request that utilities be marked prior to performing exploratory work (digging, drilling, etc.). The North Carolina One-Call Center then contacts the utility companies typically known to have utilities located in the vicinity of the project site. Normally, this includes water, gas, sewer, electrical power, telephone, and cable. The individual companies mark their utilities using spray paint, but only extend to the meter. It is the client's responsibility to identify other utilities.
- ECS herein asks that the client notify us of all utilities located on-site, particularly those utilities beyond the meter or private utilities is not identified by the North Carolina One-Call Center. While ECS will take precautions to avoid utilities that the owner notifies ECS of, ECS is not responsible for utilities that the North Carolina One-Call Center does not mark.
- Hiring Private Locator services is beyond the scope of this proposal and not included. However, for an additional fee, ECS can retain a private locator to locate utilities beyond the meters and private utilities. If this is needed on this project, please identify this on the attached "Proposal Acceptance Form."

AUTHORIZATION

If the above scope of work is acceptable to you, please sign the attached Proposal Acceptance Form and return one copy of the proposal acceptance form to us. Please note that the attached General Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us. By signing the Proposal Acceptance Form or referencing this proposal, you are also accepting the General Conditions of Service and this proposal in its entirety. Alternatively, you could issue a letter of acceptance or purchase order; but we would

Proposal for Subsurface Exploration and Geotechnical Engineering Services
Henderson Water Reclamation Improvements
Henderson, North Carolina
ECS Proposal Number 06:15649

ask that you reference and include our proposal by reference showing proposal number and date. This proposal is valid for a period of sixty days beyond that date it may be necessary to revise our schedule or fee.

Using the Proposal Acceptance Form will provide formal authorization for us to perform the above work, enter the site, and provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note that we have provided a place to provide invoicing instructions and report distribution. We normally provide three copies of the engineering report by U.S. Mail. We can provide the reports by e-mail; if this is desired, please list those to whom the reports should be sent and provide their e-mail addresses, if appropriate, on the Proposal Acceptance Form.

Again, thank you for the opportunity to submit this proposal to provide geotechnical services and serve as your geotechnical consultant.

We look forward to the opportunity to work with you on this project and to hopefully serve as your geotechnical consultant in the future. If you have any questions, or if we can be of any additional service, please contact us.

Respectfully submitted,

ECS CAROLINAS, LLP



Matthew B. Olsen, P.E.
Manager of Engineering Services



C. (Nathan) Nallainathan, P.E.
Principal Engineer

Attachments: Proposal Acceptance Form
Terms and Conditions of Service
Fee Schedule

I:_PROPOSALS\2012prop\15649 - Henderson Water Reclamation Geotech\15649.doc

**PROPOSAL ACCEPTANCE FORM
ECS CAROLINAS, LLP
(Please Print or Type)**

Project Name: Henderson Water Reclamation Improvements - Geotechnical Services
Location: Henderson, North Carolina
Proposal No.: 06:15649
Lump Sum Amount: **\$8,800.00**

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____

Contact Person: _____
Telephone No. _____
E-mail: _____

	<u>Responsible for Payment</u>	<u>Approval of Invoice (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Private Utility Locate Services Requested (\$850): Yes _____ No _____

Client Signature: x _____ Date: _____

Return to: Matthew B. Olsen	Phone: 919-861-9910
ECS Carolinas, LLP	Fax: 919-861-9911
9001 Glenwood Avenue	Email: molsen@ecslimited.com
Raleigh, North Carolina 27617	



ECS CAROLINAS, LLP TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to, along with the accompanying Scope of Services and Professional Fees constitute the entire Agreement ("AGREEMENT") under which Services are to be provided by ECS CAROLINAS, LLP ("ECS") (including its employees, officers, successors and assigns) for Client ("CLIENT") (including its employees, officers, successors and assigns).

1.0 INDEPENDENT CONSULTANT STATUS

- 1.1 Except as may be otherwise noted herein, ECS shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and Subconsultants. Unless expressly stated in ECS' Scope of Services, ECS shall not serve as CLIENT'S agent or representative.

2.0 SCOPE OF SERVICES

- 2.1 It is understood that the Scope of Services, Professional Fees, and time schedule defined in the Scope of Services are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.

3.0 STANDARD OF CARE

- 3.1 ECS shall strive to perform its professional Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar Services in the same region, under similar conditions during the same time period. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any ECS report, opinion, plan or other Document of Service, in connection with ECS' Services.
- 3.2 CLIENT understands and agrees that ECS' professional judgment must rely on the facts learned during performance of the Scope of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by ECS, or which were not part of the immediate area(s) explicitly evaluated by ECS.
- 3.3 ECS' professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes ECS to believe compliance with CLIENT'S wishes could result in ECS violating applicable Laws or Regulations, or will expose ECS to claims or other charges, ECS shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, ECS shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if ECS is required to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make. CLIENT also agrees that ECS shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.

4.0 CLIENT DISCLOSURES

- 4.1 CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's surface, where the Scope of Services requires ECS to penetrate the Site surface.
- 4.2 CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site. Such Hazardous Materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form ("Hazardous Materials").
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services are initiated, a Changed Condition shall exist.

5.0 INFORMATION PROVIDED BY OTHERS

- 5.1 CLIENT waives any claim of liability against ECS regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to ECS, including such information that becomes incorporated into ECS Documents of Service.

6.0 CONCEALED RISKS

- 6.1 CLIENT acknowledges that special risks are associated with the identification of concealed conditions [i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing].
- 6.2 Conditions that ECS infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling/testing points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.
- 6.3 ECS will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling or testing. However, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is

that which CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request ECS to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

- 7.1 CLIENT warrants that it possesses the authority to provide right of entry permission for the performance of ECS' Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT and/or other(s) in order for ECS to perform the Scope of Services.
- 7.2 Except where ECS' Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of ECS' Services, CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and Improvements during the performance of ECS' Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in ECS' Scope of Services, and reflected in the Professional Fees.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from procedures associated with exploration, sampling or testing activities, or discovery of Hazardous Materials, or suspected Hazardous Materials, or ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

- 8.1 In addition to CLIENT-furnished information regarding underground utilities, ECS shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publicly available information, to identify underground utilities, as deemed appropriate in ECS' professional opinion. The extent of such precautions shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that despite due care, ECS may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by ECS and/or ECS' subcontractor(s) or provided to ECS from any entity may contain errors or be incomplete.
- 8.3 CLIENT agrees that ECS shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

9.0 SAMPLES

- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. ECS will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.
- 9.2 Unless CLIENT directs otherwise, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process byproducts in accordance with applicable Laws.

10.0 ENVIRONMENTAL RISKS

- 10.1 All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS shall take appropriate precautions deemed prudent in ECS' sole and professional opinion to comply with applicable Laws and Regulations, and to reduce the risks to ECS' employees, public health, safety, and welfare, and the environment. CLIENT agrees to compensate ECS for such precautions.
- 10.3 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS will handle such materials as Hazardous Materials. ECS or ECS' subcontractors will containerize and label such Materials in accordance with applicable Law, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.
- 10.4 Unless explicitly stated in ECS' Scope of Services, ECS shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not ECS, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.5 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary) so that ECS shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

- 10.6 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of ECS' Services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold ECS liable for such cross-contamination if ECS provides its Services in accordance with the applicable Standard of Care.
- 10.7 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected by one or more Recognized Environmental Conditions. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.
- 11.0 **OWNERSHIP OF DOCUMENTS**
- 11.1 With the exception of the copies of the ECS Documents of Service provided to the CLIENT, all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by ECS ("Documents of Service") maintained in any form deemed appropriate by ECS, are and remain, the property of ECS.
- 11.2 Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by ECS (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT is not permitted.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for any other projects, or for the Project which has changed in scope, or extensions of the Project, from the details contemplated in ECS' Documents of Service. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s).
- 11.4 CLIENT agrees that ECS' Documents of Service may not under any circumstances be altered by any party except ECS. CLIENT warrants that ECS' Documents of Service shall be used only and exactly as submitted by ECS.
- 11.5 Except for daily field reports and concrete test reports sent electronically by ECS to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by ECS are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.
- 12.0 **SAFETY**
- 12.1 CLIENT agrees that ECS is responsible solely for the basic safety of ECS' employees on the Project Site. These responsibilities shall not be inferred by any party to mean that ECS has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, ECS' Scope of Services excludes responsibility for any aspect of site safety other than for ECS' own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for Project Site safety, and that ECS personnel rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS expressly assumes health and safety responsibilities for toxic or other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.
- 13.0 **CONSTRUCTION TESTING AND REMEDIATION SERVICES**
- 13.1 CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing Services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and codes.
- 13.3 The professional activities of ECS, or the presence of ECS employees and subcontractors, shall not be construed to imply ECS has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, ECS does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide its Services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may not be undetected by ECS' part time observations. Therefore CLIENT waives any and all claims against ECS related to unsatisfactory quality or performance of elements observed or tested by ECS on a part time basis.
- 14.0 **CERTIFICATIONS**
- 14.1 CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding Services provided by ECS. Any "certification" required of ECS by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of ECS' inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. ECS' "certification" shall consist of ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees not to make resolution of any dispute with ECS or payment of any amount due to ECS in any way contingent upon ECS signing any such "certification" documents.
- 15.0 **BILLINGS AND PAYMENTS**
- 15.1 Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.
- 15.2 Should ECS identify a Changed Condition, ECS shall notify the CLIENT of the Changed Condition(s) that in ECS' professional judgment require an amendment of the Professional Fees, time schedule, and/or Scope of Services. ECS and CLIENT shall promptly and in good faith negotiate an amendment to this AGREEMENT.
- 15.3 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.
- 15.4 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.
- 15.5 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.6 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which ECS is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in enforcing any provision of the AGREEMENT, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.7 Payment of any invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with ECS' Services and is not aware of any defects in those Services, unless CLIENT has provided notice to ECS in accordance with the DEFECTS IN SERVICE provisions of this AGREEMENT.
- 16.0 **DEFECTS IN SERVICE**
- 16.1 CLIENT and CLIENT'S personnel and contractors shall promptly inform ECS of any actual or suspected defects in ECS' Services, to help ECS take those prompt, effective measures that in ECS' opinion will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to ECS' Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate ECS for Additional Services required as a result of jurisdictional review requirements.
- 17.0 **INSURANCE**
- 17.1 ECS represents that it and its subcontractors and subconsultants are protected by Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies which it deems reasonable and adequate.
- 17.2 ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 **LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT, SUBJECT TO AVAILABLE INSURANCE PROCEEDS, ARISING FROM ECS' PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW, AS FOLLOWS. For projects where ECS' Fee Estimate or proposed fees are:
- 18.1.1 \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.
- 18.1.2 In excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts or omissions by the

- CLIENT, its employees, agents, staff, consultants or subcontractors or by any other person or combination of persons to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants or subcontractors.
- 19.0 INDEMNIFICATION**
- 19.1** ECS agrees, subject to the limitation of liability provisions of this AGREEMENT, to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services to the extent that such injury is found to be caused by ECS' negligent acts, errors or omissions, specifically excluding any damages caused by any third party or by the CLIENT.
- 19.2** To the fullest extent permitted by applicable Law, CLIENT agrees to indemnify, defend, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of ECS.
- 19.3** It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.
- 19.4** If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT LEGAL COUNSEL BE RETAINED BY CLIENT BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL, AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.5** If CLIENT is a residential builder or residential developer, CLIENT shall indemnify, defend and hold harmless ECS against any and all claims or demands due to injury or loss initiated by one or more homeowners, unit-owners, or their homeowners' association, cooperative board, or similar entity against CLIENT which results in ECS being brought into the dispute.
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1** CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or ECS, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2** ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1** All claims for damages related to the Services provided under this AGREEMENT shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, unless such claims are based on acts unrelated to the provision of Services under this AGREEMENT.
- 21.2** CLIENT agrees that it will not seek Damages from any individual associated with ECS as an officer, principal, partner, employee, or owner, from any and all claims or liability for injury or loss that would require such individual to relinquish personal assets to satisfy such claim.
- 22.0 THIRD PARTY CLAIMS EXCLUSION**
- 22.1** This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and ECS. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without both CLIENT'S and ECS' written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1** All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:
- 23.1.1** CLIENT and ECS agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and ECS agree to negotiate in good faith to resolve the Dispute.
- 23.1.2** Should negotiation fail to resolve the dispute, CLIENT and ECS agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.
- 23.1.3** Should mediation fail to result in resolution of the Dispute, CLIENT and ECS agree that litigation may be brought by either party.
- 23.2** Should third-party dispute resolution be required, through mediation or litigation, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs include, but are not be limited to, reasonable attorney's fees, court costs, forensic consultants and expert witness fees, and other documented expenses.
- 23.3** Where legal action is brought by either party to resolve a dispute, the claim shall be brought and tried in the judicial jurisdiction of the county in which ECS' office contracting with the CLIENT is located. CLIENT waives the right to remove any litigation action to any other jurisdiction, unless mutually agreed to by both parties.
- 23.4** This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of Virginia (but not including its choice of law rules).
- 24.0 CURING A BREACH**
- 24.1** A party that believes the other has materially breached this AGREEMENT shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2** Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1** CLIENT or ECS may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2** Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred, in accordance with ECS' prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION**
- 26.1** Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT**
- 27.1** Except for Services normally or customarily subcontracted by ECS in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.
- 28.0 SEVERABILITY**
- 28.1** Any provision of this AGREEMENT later held to violate a Law, Statute, or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.
- 29.0 TITLES**
- 29.1** The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.
- 30.0 SURVIVAL**
- 30.1** All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of this AGREEMENT.
- 31.0 ENTIRE AGREEMENT**
- 31.1** This AGREEMENT including the Scope of Services and Professional Fees and all exhibits, appendixes, and other documents appended to it, constitute the entire AGREEMENT between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT Work Authorization to ECS.
- 31.2** CLIENT and ECS agree that subsequent modifications to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 31.3** All preprinted Terms and Conditions on CLIENT'S purchase order or Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.
- 31.4** If CLIENT fails to provide ECS with a signed copy of this AGREEMENT or a Work Authorization, by the act of authorizing and accepting the services of ECS, CLIENT agrees to be fully bound by the terms of this AGREEMENT as if signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >

FEE SCHEDULE
For ECS Carolinas, LLP
ECS Proposal No. 06P:15649

ENGINEERING - PROFESSIONAL, TECHNICAL AND SUPPORT SERVICES

Professional Staff

Administrative Support	\$ 45.00/hour
Staff Geologist	\$ 65.00/hour
Staff Engineer	\$ 65.00/hour
Project Scientist	\$ 65.00/hour
Project Manager/Engineer	\$ 75.00/hour
Senior Scientist	\$ 85.00/hour
Professional Engineer, P.E./Professional Geologist L.G.	\$ 85.00/hour
Senior Professional Engineer, P.E./Professional Geologist, L.G.	\$ 115.00/hour
Principal Engineer, P.E.	\$ 125.00/hour
Senior Principal Engineer, P.E.	\$ 150.00/hour

Technical Staff

Concrete Technician	\$ 34.00/hour
Soil or Materials Field or Lab Technician Level I	\$ 32.00/hour
Soil or Materials Field or Lab Technician Level II	\$ 34.00/hour
Senior Soil or Materials Technician Level I	\$ 36.00/hour
Senior Soil or Materials Technician Level II	\$ 38.00/hour
Senior Foundation Technician	\$ 40.00/hour
Draftsman	\$ 45.00/hour
QMS Certified NCDOT Technician.	\$ 45.00/hour
Chief Materials Technician	\$ 45.00/hour
Manager Geotechnical Laboratory	\$ 60.00/hour
Environmental Technician	\$ 55.00/hour
Manager of Construction Services	\$ 95.00/hour

Equipment and Miscellaneous Expenses

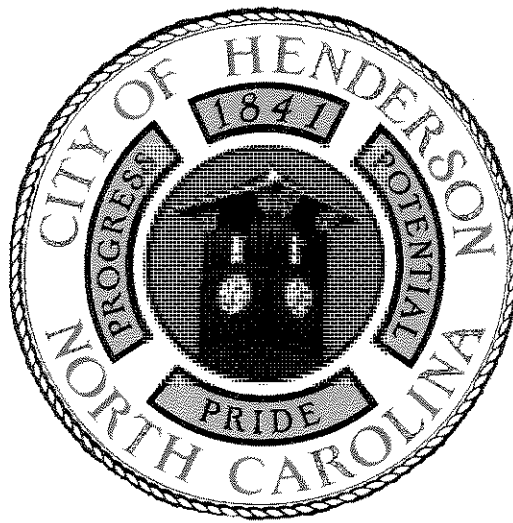
Hand Auger Services Equipment	\$ 35.00/hour
Concrete/Asphalt Coring Equipment	\$ 100.00/day
Hand or Power Auger Crew (Typ. 0'-10' depth, or to refusal)	\$ 90.00/hour
Drill Rig Standby Time (difficult moving, access problems, etc.)	\$ 160.00/hour
Drill Crew Charge for Hand Clearing or Chain Saw Clearing	\$ 160.00/hour
Drill Crew returning to site for Site Restoration	\$ 160.00/hour
Computer Services	\$ 45.00/hour
Global Positioning System	\$ 520.00/day
Charges for additional copies of reports provided	\$ 35.00/report
Charge for Fax Sent, Long Distance/Local	\$0.50/0.20/sheet
Meals and Accommodations, per person	\$ 100.00/day
Mileage	\$.60/mile
Subcontractor Services (drilling, geo-probe, clearing, utility locator, etc.)	Cost + 15%
Shipping Charges for reports, samples, test equipment, etc.	Cost + 15%
Materials (piezometers, observation wells, settlement plates, etc.)	Cost + 20%

- Notes: 1. Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel to and from the job.
2. Overtime, at the rate of 1.5 x standard rate, will be charged for all technical staff for work exceeding 40 hours per week, work over 8 hours per day, or during holidays, Saturdays, or Sundays.
3. A surcharge of 50 percent will be applied to all time spent in depositions and testifying in a court of law
4. A surcharge of 25 percent will be applied to all time spent on a watercraft

Meetings and Events Calendar

Date	Time	Event	Location
May 1 st	3:30 PM	Henderson Zoning Board of Adjustment	City Council Chambers
May 2 nd	8:00 AM	Clean up Henderson	City Operations Center
May 7 th	3:30 PM	Henderson Planning Board	City Council Chambers
May 8 th	3:00 PM	Henderson Appearance Committee	City Council Chambers
May 14 th	5:00 PM	Library Board of Trustees	H. Leslie Perry Memorial Library
May 14 th	6:00 PM	Regular City Council Meeting	City Council Chambers
May 17 th	7:00 PM	Human Relations Commission	City Council Chambers
May 17 th	6:00 PM	City Council Budget Work Session #1	City Council Chambers
May 21 st	6:00 PM	City Council Budget Work Session #2	City Council Chambers
May 22 nd	6:00 PM	City Council Budget Work Session #3	City Council Chambers
May 24 th	6:00 PM	City Council Budget Work Session #4	City Council Chambers
May 25 th	10:00 AM	Henderson-Vance 911 Advisory Board	Emergency Operations Center
May 28 th		City Hall Closed Memorial Day	 Happy Memorial Day
May 29 th	6:00 PM	City Council Budget Work Session #5	City Council Chambers
May 31 st	6:00 PM	City Council Budget Work Session #6	City Council Chambers
June 4 th	6:00 PM	City Council Budget Work Session #7 (If Needed)	City Council Chambers
June 4 th	3:30 PM	Henderson Planning Board	City Council Chambers
June 5 th	3:30 PM	Henderson Zoning Board of Adjustment	City Council Chambers
June 5 th	6:00 PM	City Council Budget Work Session #8 (If Needed)	City Council Chambers
June 6 th	8:00 AM	Clean up Henderson	City Operations Center
June 7 th	6:00 PM	City Council Budget Work Session #9 (If Needed)	City Council Chambers
June 11 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Conference Room
June 11 th	6:00 PM	Regular City Council Meeting	City Council Chambers
June 12 th	3:00 PM	Henderson Appearance Committee	City Council Chambers

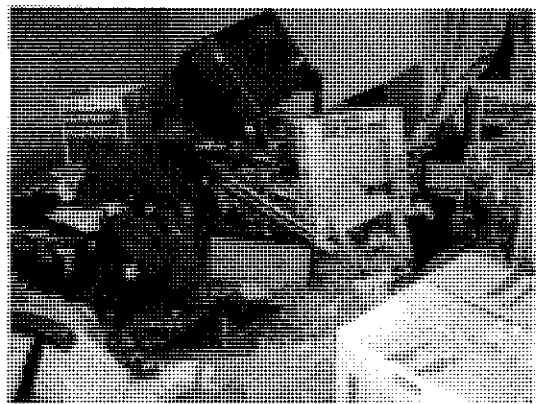
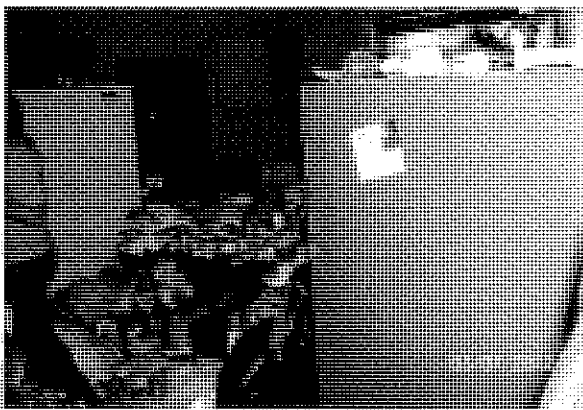
Last Updated: 4/19/2012 3:42 PM



CITY OF HENDERSON

CODE COMPLIANCE DEPARTMENT

March 2012 Report



Minimum Housing case that features compulsive hoarding

Abandoned Structure Report

Structures Ready for Demolition:

Order by City Council

- | | |
|--|-----------|
| • 701 Flint Street | 6/8/2009 |
| • 427 Garnett Street | 9/28/2009 |
| • 884 Lamb Street | 8/9/2010 |
| • 228 Main Street | 8/9/2010 |
| • 302 Main Street | 8/9/2010 |
| • 416 Parham Street | 9/28/2009 |
| • 447 Winder Street | 8/9/2010 |
| • 204 Hamilton Street | 2/14/2011 |
| • 1048 William Street | 2/14/2011 |
| • 250 Lowry Street | 1/23/2012 |
| • 913 Lamb Street | 1/23/2012 |
| • One Structure within the Redevelopment Commission Block of Orange & Pettigrew Street | |

Minimum Housing Report (Activity from Jan. 2012 to Mar. 2012)

Initial Notice / Courtesy	3
Notice of Violation	34
Compliant & Notice Hearing	18
Findings of Fact Order	5
Dwellings in compliance	24
<u>Vacant / Close Account</u>	<u>21</u>
Total Cases	105

For more detail information, see complete report attached.

Nuisance Property Report

First, Notice	3
Second, Notice	8
Properties in compliance	10
Civil Penalty	1
Pending	0
Appeal	0
*Properties to be abated	0
<i>(Note listed on detail report)</i>	
Total Cases	22

For more detail information, see complete report attached.

Minimum Housing Report

Report for 01/01/2012 to 03/31/2012

Report Date 04/18/2012

Next Inspect: / /	Location: 704 ANDREWS AVE	ID: 106989-H000096
Status: COURTESY NOTICE	Last Inspect: / /	Who: CSB Comply Date: / /
Permit #: 0056	Owner: L N FALKNER SR	Date Entered: 02/14/2012
Next Inspect: / /	Location: 805 VAUGHAN ST	ID: 107163-H000272
Status: NOTICE OF VIOLATION	Last Inspect: 10/20/2008	Who: CSB Comply Date: / /
Permit #: 0195	Owner: CLIFTON & LOIS HARGROVE	Date Entered: 03/01/2012
Next Inspect: / /	Location: 233 SWAIN ST	ID: 108034-H000428
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: 02/08/2012
Permit #: 0299	Owner: M D VENTURES LLC	Date Entered: 01/27/2012
Next Inspect: / /	Location: 301 CHARLES ST	ID: 107056-H000785
Status:	Last Inspect: / /	Who: Comply Date: / /
Permit #: 0479	Owner: LUIS MEDINA	Date Entered: 01/05/2012
Next Inspect: / /	Location: 608 ROCKSPRING ST	ID: 107539-H000787
Status:	Last Inspect: / /	Who: Comply Date: / /
Permit #: 0480	Owner: J. TERRY % VERLENA T. BROWN	Date Entered: 01/11/2012
Next Inspect: / /	Location: 651 ADAMS ST	ID: 107681-H000788
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: 01/30/2012
Permit #: 0481	Owner: JAMES E SCARBORO	Date Entered: 01/18/2012
Next Inspect: / /	Location: 911 - 913 ARCH ST	ID: 108658-H000790
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: 01/30/2012
Permit #: 0482	Owner: MAJESTIC OAKS PROPERTIES, LLC	Date Entered: 01/18/2012
Next Inspect: / /	Location: 687 BODDIE ST	ID: 106680-H000791
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB Comply Date: 02/29/2012
Permit #: 0483	Owner: JOHN C ROGERS	Date Entered: 01/18/2012
Next Inspect: / /	Location: 109 - 111 CARTER STREET	ID: 109586-H000792
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB Comply Date: 01/30/2012
Permit #: 0484	Owner: INSHORE PROPERTIES, LLC	Date Entered: 01/18/2012
Next Inspect: / /	Location: 655 CHARLES ST	ID: 106953-H000793
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: 01/30/2012
Permit #: 0485	Owner: GARFIELD MC PHATTER JR	Date Entered: 01/18/2012
Next Inspect: / /	Location: 109 COLLEGE ST	ID: 103977-H000794
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: 01/30/2012
Permit #: 0486	Owner: RODNEY D PEACE	Date Entered: 01/18/2012
Next Inspect: / /	Location: 515 DAVIS ST	ID: 104217-H000795
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: 01/30/2012
Permit #: 0487	Owner: EDDIE R WILLIAMS	Date Entered: 01/18/2012
Next Inspect: / /	Location: 1002 ANDREWS AVE	ID: 108020-H000796
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: 01/30/2012
Permit #: 0488	Owner: SARAH B MC GANN	Date Entered: 01/18/2012

Minimum Housing Report

Report for 01/01/2012 to 03/31/2012

Report Date 04/18/2012

Next Inspect: / /	Location: 712 WINDER ST	ID: 108707-H000797
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0489	Owner: SHIRLEY M CREWS	Comply Date: 01/30/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 716 EATON ST	ID: 110546-H000798
Status: CLOSE ACCOUNT	Last Inspect: / /	Who: CSB
Permit #: 0490	Owner: BNS PROPERTIES, LLC	Comply Date: 01/19/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 733 EATON ST	ID: 107585-H000799
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0491	Owner: AVON CHAMPION	Comply Date: 01/30/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 490 FORD ST	ID: 100945-H000800
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0492	Owner: JOEL TOWNES	Comply Date: / /
		Date Entered: 02/13/2012
Next Inspect: / /	Location: 502 HARRIETT ST	ID: 108569-H000801
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0493	Owner: CURTIS HARP	Comply Date: 01/30/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 303 HARRIS ST	ID: 105507-H000802
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0494	Owner: ANDREW M RENN	Comply Date: 01/30/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 811 HUGHES ST	ID: 106567-H000803
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0495	Owner: ANN R FREEMAN	Comply Date: 01/30/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 1105 JOHNSON ST	ID: 106926-H000804
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0496	Owner: JOHN H FALKNER III	Comply Date: 01/30/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 1205 PINKSTON ST	ID: 100201-H000805
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0497	Owner: STANLEY HAWKINS	Comply Date: 01/30/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: LOT 24 140 LENORA ST/SHANK ST.	ID: 108803-H000806
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0498	Owner: WALZ PROPERTIES, LLC	Comply Date: 01/30/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 717 WILLIAM ST	ID: 106843-H000807
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0499	Owner: ANNE TERRY	Comply Date: 01/30/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 407 OAK HILL ST	ID: 109162-H000808
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0500	Owner: JULIAN H FISHER	Comply Date: 01/18/2012
		Date Entered: 01/18/2012
Next Inspect: / /	Location: 459 POPLAR ST	ID: 101194-H000809
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0501	Owner: CHARLIE RAINEY % BARBARA SAULS	Comply Date: 01/18/2012
		Date Entered: 01/18/2012

Minimum Housing Report

Report for 01/01/2012 to 03/31/2012

Report Date 04/18/2012

Next Inspect: / /	Location: 705 VANCE ST	ID: 107548-H000810
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0502	Owner: FRANK WYCHE % GWENDOLYN GREEN	Comply Date: 01/30/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 307 ZENE ST	ID: 104104-H000811
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0503	Owner: HARRIETTE H BUTLER	Comply Date: 01/30/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 509 ZENE ST	ID: 104120-H000812
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0504	Owner: CHRISTOPHER AYSCUE	Comply Date: 01/30/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 131 CLARK ST	ID: 107306-H000813
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who:
Permit #: 0505	Owner: PEGGY M ALLEN	Comply Date: 01/18/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 1137 NEWTON DAIRY RD	ID: 103053-H000814
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who:
Permit #: 0506	Owner: ROSCOE F HAGER	Comply Date: 01/18/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 1465 NEWTON DAIRY RD LOT # 48	ID: 103192-H000815
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who:
Permit #: 0507	Owner: CURRIN ENTERPRISE INC	Comply Date: 01/18/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 404 & 408 NORVELL ST	ID: 110216-H000816
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who:
Permit #: 0508	Owner: MARY W WADE	Comply Date: / /
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 602 ROWLAND ST	ID: 106851-H000817
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who:
Permit #: 0509	Owner: ANGEL D MINOR	Comply Date: 01/18/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 1218 TOEPLERMAN ST	ID: 105592-H000818
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who:
Permit #: 0510	Owner: EUGENE S TEISER	Comply Date: 01/18/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 141 YOUNG AVE	ID: 104529-H000819
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who:
Permit #: 0511	Owner: VICKI G & ERIC DEAL	Comply Date: 01/18/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 446 CROSS ST	ID: 102865-H000820
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who:
Permit #: 0512	Owner: JOHN C ROGERS % ROGERS GROUP	Comply Date: 01/18/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 106 FALKNER ST	ID: 107427-H000821
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who:
Permit #: 0513	Owner: L N FALKNER SR	Comply Date: 01/18/2012
	Date Entered: 01/18/2012	
Next Inspect: / /	Location: 459 POPLAR ST	ID: 101194-H000822
Status: IN COMPLIANCE	Last Inspect: / /	Who:
Permit #: 0514	Owner: CHARLIE RAINEY % BARBARA SAULS	Comply Date: 01/20/2012
	Date Entered: 01/20/2012	

Minimum Housing Report

Report for 01/01/2012 to 03/31/2012

Report Date 04/18/2012

Next Inspect: / /	Location: 1235 ROANOKE AVE	ID: 104450-H000823
Status: FINDINGS OF FACT	Last Inspect: / /	Who: CSB
Permit #: 0515	Owner: DOUGLAS & DEBORAH JONES	Comply Date: 04/02/2012
		Date Entered: 01/23/2012
Next Inspect: / /	Location: 243 SWAIN ST	ID: 108031-H000824
Status: VACATE & CLOSE	Last Inspect: / /	Who: CSB
Permit #: 0516	Owner: CHARLES E CRUDUP	Comply Date: 02/14/2012
		Date Entered: 01/24/2012
Next Inspect: / /	Location: 173 LYNN HAVEN AVE	ID: 105969-H000825
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB
Permit #: 0517	Owner: STEPHANIE C HOYLE	Comply Date: 03/26/2012
		Date Entered: 01/25/2012
Next Inspect: / /	Location: 303 HARRIS ST	ID: 105507-H000828
Status: CLOSE ACCOUNT-GONE	Last Inspect: / /	Who:
Permit #: 0518	Owner: ANDREW M RENN	Comply Date: 01/26/2012
		Date Entered: 01/26/2012
Next Inspect: / /	Location: 600 WINDER ST	ID: 108697-H000830
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0519	Owner: CAMERON & ASSOCIATES	Comply Date: 02/08/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 700 LAMB ST	ID: 106585-H000831
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0520	Owner: WILLIS RAGLAND JR	Comply Date: 02/08/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 225 LOWRY ST	ID: 106243-H000832
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0521	Owner: MARTINEZ ROOFING, INC.	Comply Date: 02/08/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 940 BRIDGERS ST.	ID: 200351-H000833
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0522	Owner: MINERVA F. MCGREGOR % ROGERS G	Comply Date: 02/23/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 427 ROWLAND ST	ID: 103916-H000834
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0523	Owner: WILTON L KING	Comply Date: 02/08/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 726 WINDER ST	ID: 108710-H000835
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0524	Owner: WILLIAM T WYNN	Comply Date: 02/23/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 204 HARRISON AVE	ID: 107235-H000837
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0525	Owner: EDDIE D BAILEY	Comply Date: 02/09/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 426 MITCHELL ST	ID: 107250-H000838
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0526	Owner: YELLOW BRICK ROAD INV LLC	Comply Date: 02/08/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 418-420 MITCHELL ST	ID: 100645-H000839
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: CSB
Permit #: 0527	Owner: L OPIE FRAZIER JR	Comply Date: 01/31/2012
		Date Entered: 01/27/2012

Minimum Housing Report

Report for 01/01/2012 to 03/31/2012

Report Date 04/18/2012

Next Inspect: / /	Location: 716 ROBERSON ST	ID: 106637-H000840
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0528	Owner: INSHORE PROPERTIES, LLC	Comply Date: 02/23/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 410 MONTGOMERY ST	ID: 103986-H000841
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0529	Owner: COLONIAL RENTALS, LLC	Comply Date: 02/08/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 729 PINKSTON ST	ID: 107604-H000842
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: CSB
Permit #: 0530	Owner: FEARLDINE A SIMMONS	Comply Date: 02/08/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 1233 WALTERS ST	ID: 100456-H000843
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0531	Owner: CHARLES BOWMAN	Comply Date: 03/14/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 436 SUNNYVIEW RD	ID: 103124-H000844
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0532	Owner: MARY GILL	Comply Date: 01/27/2012
		Date Entered: 01/27/2012
Next Inspect: / /	Location: 459 POWELL ST	ID: 108943-H000845
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0533	Owner: JOSEPHINE RICHARDS	Comply Date: 02/09/2012
		Date Entered: 01/30/2012
Next Inspect: / /	Location: 109 COLLEGE ST	ID: 103977-H000846
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0534	Owner: RODNEY D PEACE	Comply Date: 02/17/2012
		Date Entered: 02/07/2012
Next Inspect: / /	Location: 733 EATON ST	ID: 107585-H000847
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0535	Owner: AVON CHAMPION	Comply Date: / /
		Date Entered: 02/07/2012
Next Inspect: / /	Location: 811 HUGHES ST	ID: 106567-H000848
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0536	Owner: ANN R FREEMAN	Comply Date: 03/07/2012
		Date Entered: 02/07/2012
Next Inspect: / /	Location: 705 VANCE ST	ID: 107548-H000849
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0537	Owner: FRANK WYCHE % GWENDOLYN GREEN	Comply Date: 03/07/2012
		Date Entered: 02/07/2012
Next Inspect: / /	Location: 307 ZENE ST	ID: 104104-H000850
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0538	Owner: HARRIETTE H BUTLER	Comply Date: 03/07/2012
		Date Entered: 02/07/2012
Next Inspect: / /	Location: 509 ZENE ST	ID: 104120-H000851
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0539	Owner: CHRISTOPHER AYSCUE	Comply Date: 03/07/2012
		Date Entered: 02/07/2012
Next Inspect: / /	Location: 515 DAVIS ST	ID: 104217-H000852
Status: IN COMPLIANCE	Last Inspect: / /	Who:
Permit #: 0540	Owner: EDDIE R WILLIAMS	Comply Date: 02/07/2012
		Date Entered: 02/07/2012

Minimum Housing Report

Report for 01/01/2012 to 03/31/2012

Report Date 04/18/2012

Next Inspect: / /	Location: 173 LYNN HAVEN AVE	ID: 105969-H000853
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0541	Owner: STEPHANIE C HOYLE	Comply Date: 03/22/2012
		Date Entered: 02/07/2012
Next Inspect: / /	Location: 227-B HARRELL ST	ID: 104061-H000854
Status:	Last Inspect: / /	Who:
Permit #: 0542	Owner: DOUGLAS T FALKNER	Comply Date: / /
		Date Entered: 02/08/2012
Next Inspect: / /	Location: 227-B HARRELL ST	ID: 104061-H000855
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB
Permit #: 0543	Owner: DOUGLAS T FALKNER	Comply Date: / /
		Date Entered: 02/08/2012
Next Inspect: / /	Location: 200-B WESTER AVE	ID: 107212-H000856
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0544	Owner: DAVID CARVER	Comply Date: 02/29/2012
		Date Entered: 02/09/2012
Next Inspect: / /	Location: 426 MITCHELL ST	ID: 107250-H000857
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0545	Owner: YELLOW BRICK ROAD INV LLC	Comply Date: 02/27/2012
		Date Entered: 02/10/2012
Next Inspect: / /	Location: 410 MONTGOMERY ST	ID: 103986-H000858
Status: CLOSE ACCOUNT-GONE	Last Inspect: / /	Who: CSB
Permit #: 0546	Owner: COLONIAL RENTALS, LLC	Comply Date: 02/03/2012
		Date Entered: 02/10/2012
Next Inspect: / /	Location: 700 LAMB ST	ID: 106585-H000859
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: CSB
Permit #: 0547	Owner: WILLIS RAGLAND JR	Comply Date: 03/01/2012
		Date Entered: 02/10/2012
Next Inspect: 03/23/2012	Location: 225 LOWRY ST	ID: 106243-H000860
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: CSB
Permit #: 0548	Owner: MARTINEZ ROOFING, INC.	Comply Date: 03/01/2012
		Date Entered: 02/10/2012
Next Inspect: / /	Location: 427 ROWLAND ST	ID: 103916-H000861
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0549	Owner: WILTON L KING	Comply Date: / /
		Date Entered: 02/10/2012
Next Inspect: / /	Location: 233 SWAIN ST	ID: 108034-H000862
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0550	Owner: M D VENTURES LLC	Comply Date: / /
		Date Entered: 02/10/2012
Next Inspect: / /	Location: 436 SUNNYVIEW RD	ID: 103124-H000863
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0551	Owner: MARY GILL	Comply Date: 03/13/2012
		Date Entered: 02/10/2012
Next Inspect: / /	Location: 407 OAK HILL ST	ID: 109162-H000864
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0552	Owner: JULIAN H FISHER	Comply Date: / /
		Date Entered: 03/01/2012
Next Inspect: / /	Location: 0001 TEST	ID: 200339-H000865
Status:	Last Inspect: / /	Who:
Permit #: 0553	Owner: ONLY A. SAMPLE	Comply Date: / /
		Date Entered: 02/13/2012

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Next Inspect: / /	Location: 704 ANDREWS AVE	ID: 106989-H000866
Status: COURTESY NOTICE	Last Inspect: / /	Who: CSB Comply Date: / /
Permit #: 0554	Owner: L N FALKNER SR	Date Entered: 02/14/2012
Next Inspect: / /	Location: 1105 JOHNSON ST	ID: 106926-H000867
Status: IN COMPLIANCE	Last Inspect: / /	Who: Comply Date: 02/20/2012
Permit #: 0555	Owner: JOHN H FALKNER III	Date Entered: 02/20/2012
Next Inspect: / /	Location: 509 ZENE ST	ID: 104120-H000868
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB Comply Date: / /
Permit #: 0556	Owner: CHRISTOPHER AYSCUE	Date Entered: 02/20/2012
Next Inspect: / /	Location: 626 GARNETT ST	ID: 104617-H000869
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: / /
Permit #: 0557	Owner: D B ALSTON	Date Entered: 02/21/2012
Next Inspect: / /	Location: 138 THORPE ST	ID: 105957-H000872
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB Comply Date: / /
Permit #: 0558	Owner: JAMES KNIGHT	Date Entered: 02/22/2012
Next Inspect: / /	Location: 486 FORD ST	ID: 100946-H000873
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: Comply Date: / /
Permit #: 0559	Owner: JOEL TOWNES	Date Entered: 02/23/2012
Next Inspect: / /	Location: 449 HAMILTON ST	ID: 109124-H000874
Status:	Last Inspect: / /	Who: Comply Date: / /
Permit #: 0560	Owner: GARANN PROPERTIES, LLC	Date Entered: 02/27/2012
Next Inspect: / /	Location: 719 BRIDGES ST	ID: 106728-H000876
Status: INCOMPLETE	Last Inspect: / /	Who: Comply Date: / /
Permit #: 0561	Owner: ALICE L SCOTT	Date Entered: 02/28/2012
Next Inspect: / /	Location: 143 BURWELL AVE	ID: 104512-H000877
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB Comply Date: 03/14/2012
Permit #: 0562	Owner: PARRCO LLC	Date Entered: 03/01/2012
Next Inspect: / /	Location: 523 HIGH ST	ID: 102817-H000878
Status: VACANT-CLOSE ACCT.	Last Inspect: / /	Who: CSB Comply Date: / /
Permit #: 0563	Owner: THORNTON JOHNSON JR	Date Entered: 02/28/2012
Next Inspect: / /	Location: 518 THOMAS ST	ID: 102807-H000879
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: / /
Permit #: 0564	Owner: GLORIA ANN DAVIS	Date Entered: 03/01/2012
Next Inspect: / /	Location: 805 VAUGHAN ST	ID: 107163-H000880
Status: NOTICE OF VIOLATION	Last Inspect: / /	Who: CSB Comply Date: / /
Permit #: 0565	Owner: CLIFTON & LOIS HARGROVE	Date Entered: 03/01/2012
Next Inspect: / /	Location:	ID: 109145-H000881
Status:	Last Inspect: / /	Who: Comply Date: / /
Permit #: 0566	Owner: GEORGE JONES	Date Entered: 03/01/2012

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Next Inspect: / /	Location: 115 WIGGINS ST	ID: 105936-H000882
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0567	Owner: HUMPHRIES PROPERTIES LLC	Comply Date: 03/14/2012
		Date Entered: 03/05/2012
Next Inspect: 05/04/2012	Location: 138 THORPE ST	ID: 105957-H000883
Status: FINDINGS OF FACT	Last Inspect: / /	Who: CSB
Permit #: 0568	Owner: JAMES KNIGHT	Comply Date: 05/04/2012
		Date Entered: 03/06/2012
Next Inspect: / /	Location: 240 BURWELL AVE	ID: 104550-H000884
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB
Permit #: 0569	Owner: BOLLAR LEWIS JR	Comply Date: / /
		Date Entered: 03/06/2012
Next Inspect: / /	Location: 0001 TEST	ID: 200339-H000885
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who:
Permit #: 0570	Owner: ONLY A. SAMPLE	Comply Date: / /
		Date Entered: 03/06/2012
Next Inspect: / /	Location: 503 YOUNG ST	ID: 101010-H000886
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB
Permit #: 0571	Owner: LEBERT A HOWES	Comply Date: / /
		Date Entered: 03/06/2012
Next Inspect: / /	Location: 237 GARY ST	ID: 103871-H000887
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB
Permit #: 0572	Owner: J.D. LEE III T C B PROPERTIES	Comply Date: / /
		Date Entered: 03/06/2012
Next Inspect: 05/28/2012	Location: 306 CHAVASSE AVE	ID: 104257-H000888
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB
Permit #: 0573	Owner: BARBARA A EDWARDS	Comply Date: / /
		Date Entered: 03/27/2012
Next Inspect: / /	Location: 518 THOMAS ST	ID: 102807-H000889
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0574	Owner: GLORIA ANN DAVIS	Comply Date: / /
		Date Entered: 03/14/2012
Next Inspect: / /	Location: 805 VAUGHAN ST	ID: 107163-H000890
Status: COMP & NOTICE WATER	Last Inspect: / /	Who: CSB
Permit #: 0575	Owner: CLIFTON & LOIS HARGROVE	Comply Date: / /
		Date Entered: 03/26/2012
Next Inspect: 06/15/2012	Location: 240 BURWELL AVE	ID: 104550-H000891
Status: FINDINGS OF FACT	Last Inspect: / /	Who: CSB
Permit #: 0576	Owner: BOLLAR LEWIS JR	Comply Date: 06/15/2012
		Date Entered: 03/15/2012
Next Inspect: 05/28/2012	Location: 237 GARY ST	ID: 103871-H000892
Status: FINDINGS OF FACT	Last Inspect: / /	Who: CSB
Permit #: 0577	Owner: J.D. LEE III T C B PROPERTIES	Comply Date: 05/28/2012
		Date Entered: 03/27/2012
Next Inspect: 04/25/2012	Location: 407 OAK HILL ST	ID: 109162-H000894
Status: IN COMPLIANCE	Last Inspect: / /	Who: CSB
Permit #: 0578	Owner: JULIAN H FISHER	Comply Date: 04/02/2012
		Date Entered: 03/19/2012
Next Inspect: 04/25/2012	Location: 307 ZENE ST	ID: 104104-H000895
Status: VACATE & CLOSE	Last Inspect: / /	Who: CSB
Permit #: 0579	Owner: HARRIETTE H BUTLER	Comply Date: 04/25/2012
		Date Entered: 03/19/2012

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Next Inspect: / /	Location: 2025 LYNNHAVEN AVE	ID: 105973-H000896
Status: COMPLAINT & NOTICE	Last Inspect: / /	Who: CSB Comply Date: / /
Permit #: 0580	Owner: DOROTHY W KNOTT	Date Entered: 03/19/2012

Next Inspect: 04/20/2012	Location: 518 THOMAS ST	ID: 102807-H000897
Status: VACATE & CLOSE	Last Inspect: / /	Who: CSB Comply Date: 04/20/2012
Permit #: 0581	Owner: GLORIA ANN DAVIS	Date Entered: 03/21/2012

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Next Inspect: //	Location: 709 GARNETT ST	ID: 107208-V000168
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: 06/16/2008
Violation #: 0168	Status: IN-COMPLIANCE	Who: 0
Date Entered: 03/30/2012	First Letter Date: 03/30/2012	Citation Date: //
Parcel 0075 03004	Owner: CHRIS P	Comply Date: 04/10/2012
	JUDY	

Next Inspect: //	Location: 705 VANCE ST	ID: 107548-V000708
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: //
Violation #: 0269	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 03/30/2012	First Letter Date: 03/30/2012	Citation Date: //
Parcel 0078 07018	Owner: FRANK WYCHE % GWENDOLYN GREEN	Comply Date: 04/10/2012

Next Inspect: //	Location: 604 WATER ST	ID: 107555-V000765
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: //
Violation #: 0326	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 03/30/2012	First Letter Date: 03/30/2012	Citation Date: //
Parcel 0078 07024	Owner:	Comply Date: 04/10/2012
		ERIN K. THOMPSON

Next Inspect: //	Location: 530 ANDREWS AVE	ID: 106995-V000859
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: //
Violation #: 0420	Status: FIRST NOTICE	Who: CSB
Date Entered: 03/30/2012	First Letter Date: 03/30/2012	Citation Date: //
Parcel 0073 01051	Owner:	Comply Date: //
		HITE CONSTRUCTION CO LLC

Next Inspect: //	Location: 125 BELLE ST	ID: 104196-V000873
Type: "A" (WEEDS)	How Received: COMPLAINT	Last Inspect: //
Violation #: 0434	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 03/16/2012	First Letter Date: 03/16/2012	Citation Date: //
Parcel 0026 04006	Owner: ALTON	Comply Date: 04/05/2012
		AUSBORN ESTATE % JANE SEEMAN

Next Inspect: //	Location: 525 WADDILL ST	ID: 102188-V000516
Type: "D" OPEN STORAGE	How Received: COMPLAINT	Last Inspect: //
Violation #: 0513	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 01/31/2012	First Letter Date: 01/31/2012	Citation Date: //
Parcel 0016 04003	Owner: DIANE	Comply Date: 03/01/2012
		HENSON

Next Inspect: //	Location: 227 PEACHTREE ST	ID: 104085-V000952
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: //
Violation #: 0513	Status: SECOND NOTICE	Who: CSB
Date Entered: 03/26/2012	First Letter Date: 03/26/2012	Citation Date: //
Parcel 0025 05005	Owner: JAMES W	Comply Date: //
		LAONIPON

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Next Inspect: / /	Location: 500 ZENE ST	ID: 104072-V000585
Type: "A" (WEEDS)	How Received:	Last Inspect: / /
Violation #: 0582	Status: SECOND NOTICE	Who: CSB
Date Entered: 03/26/2012	First Letter Date: 03/26/2012	Citation Date: / /
		Comply Date: / /
Parcel 0025 05011	Owner: JOHN	FRANKLIN, HEIRS

Next Inspect: 04/04/2012	Location: PEACHTREE ST/ 500 S. COLLEGE	ID: 104123-V000589
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0586	Status: SECOND NOTICE	Who: CSB
Date Entered: 03/26/2012	First Letter Date: 03/26/2012	Citation Date: / /
		Comply Date: / /
Parcel 0025 09004	Owner: FIRST CITIZE	NS BANK #578 HENDERSON MALL

Next Inspect: 03/31/2012	Location: 324 CHARLES ST	ID: 107242-V000592
Type: "C" TRASH, RUBBISH & JUNK	How Received: INSPECTION	Last Inspect: / /
Violation #: 0589	Status: FIRST NOTICE	Who: CSB
Date Entered: 03/21/2012	First Letter Date: 03/21/2012	Citation Date: / /
		Comply Date: / /
Parcel 0076 03002	Owner:	ASHLEY STEWARDSON

Next Inspect: / /	Location: 575 ROWLAND ST	ID: 107452-V000594
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0591	Status: IN-COMPLIANCE	Who: CSB
Date Entered: 03/30/2012	First Letter Date: 03/30/2012	Citation Date: / /
		Comply Date: 04/10/2012
Parcel 0078 01022	Owner: MARSHALL R	WILKINS

Next Inspect: / /	Location: 233 GHOLSON AVE	ID: 104155-V001046
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0607	Status: CIVIL PENALTY	Who: CSB
Date Entered: 03/26/2012	First Letter Date: 03/26/2012	Citation Date: 04/17/2012
		Comply Date: / /
Parcel 0026 01008	Owner: NGOZI U.	IGBOKO

Next Inspect: / /	Location: 534 ANDREWS AVE	ID: 100610-V000671
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0668	Status: SECOND NOTICE	Who: CSB
Date Entered: 03/30/2012	First Letter Date: 03/30/2012	Citation Date: / /
		Comply Date: / /
Parcel 0073 01050	Owner: BEVERLY L	JOSEPH

Next Inspect: / /	Location: 606 ANDREWS AVE	ID: 100609-V000673
Type: "A" (WEEDS)	How Received: INSPECTION	Last Inspect: / /
Violation #: 0670	Status: SECOND NOTICE	Who: CSB
Date Entered: 03/30/2012	First Letter Date: 03/30/2012	Citation Date: / /
		Comply Date: / /
Parcel 0073 01048	Owner: BEVERLY L	JOSEPH

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Next Inspect: / /	Location: 249 GHOLSON AVE	ID: 104130-V001211
Type: "A" (WEEDS)	How Received:	Last Inspect: / / Who: CSB
Violation #: 0772	Status: IN-COMPLIANCE	
Date Entered: 03/26/2012	First Letter Date: 03/26/2012	Citation Date: / / Comply Date: 04/05/2012
Parcel 0026 01010	Owner: THOMAS	BADGER IV & OTHERS

Next Inspect: 01/13/2012	Location: 719 BRIDGES ST	ID: 106728-V001224
Type: "C" TRASH, RUBBISH & JUNK	How Received:	Last Inspect: / / Who: CSB
Violation #: 0785	Status: FIRST NOTICE	
Date Entered: 01/03/2012	First Letter Date: 01/03/2012	Citation Date: / / Comply Date: / /
Parcel 0069 04008	Owner: ALICE L	SCOTT

Next Inspect: / /	Location: 315 DAVIS ST	ID: 104260-V001226
Type: "C" TRASH, RUBBISH & JUNK	How Received:	Last Inspect: / / Who: CSB
Violation #: 0787	Status: IN-COMPLIANCE	
Date Entered: 02/22/2012	First Letter Date: 02/22/2012	Citation Date: / / Comply Date: 02/29/2012
Parcel 0027 03006	Owner:	HAYWOOD & JOYCE CHEEK

Next Inspect: 04/05/2012	Location: 287 GHOLSON AVE	ID: 104137-V001231
Type: "A" (WEEDS)	How Received:	Last Inspect: / / Who: 0
Violation #: 0792	Status: SECOND NOTICE	
Date Entered: 03/26/2012	First Letter Date: 03/26/2012	Citation Date: / / Comply Date: / /
Parcel 0026 01017	Owner:	BNS PROPERTIES, LLC

Next Inspect: 04/06/2012	Location: 302 COLLEGE ST	ID: 104096-V001232
Type: "A" (WEEDS)	How Received:	Last Inspect: / / Who: CSB
Violation #: 0793	Status: SECOND NOTICE	
Date Entered: 03/27/2012	First Letter Date: 03/27/2012	Citation Date: / / Comply Date: / /
Parcel 0025 07004	Owner:	DEAN INVESTMENTS LLC

Next Inspect: / /	Location: 133 S. COLLEGE ST	ID: 103975-V001233
Type: "A" (WEEDS)	How Received:	Last Inspect: / / Who: CSB
Violation #: 0794	Status: IN-COMPLIANCE	
Date Entered: 03/27/2012	First Letter Date: 03/27/2012	Citation Date: / / Comply Date: 04/05/2012
Parcel 0025 10001	Owner: CATHERINE	GREEN

Next Inspect: / /	Location: 733 EATON ST	ID: 107585-V001234
Type: "A" (WEEDS)	How Received:	Last Inspect: / / Who: CSB
Violation #: 0795	Status: IN-COMPLIANCE	
Date Entered: 03/30/2012	First Letter Date: 03/30/2012	Citation Date: / / Comply Date: 04/05/2012
Parcel 0079 02006	Owner:	AVON CHAMPION

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Next Inspect: 04/09/2012	Location: 572 ROWLAND ST	ID: 107477-V001235
Type: "A" (WEEDS)	How Received:	Last Inspect: / / Who: CSB
Violation #: 0796	Status: SECOND NOTICE	
Date Entered: 03/30/2012	First Letter Date: 03/30/2012	Citation Date: / / Comply Date: / /
Parcel 0078 02003	Owner: HERMAN A	DAVIS JR



PROCLAMATION 12-08

A PROCLAMATION of the Mayor and City Council of the
City of Henderson, North Carolina, proclaiming April as
Child Abuse Month

WHEREAS, child abuse and neglect is a community problem affecting the current and future quality of life of a community; *and*

WHEREAS, mistreatment occurs when people find themselves in stressful situations without community resources, and do not know how to cope; *and*

WHEREAS, child abuse and neglect can be prevented by making sure each family has the support needed to raise their children in a healthy environment; *and*

WHEREAS, child abuse and neglect have been proven to increase the likelihood of criminal behavior, substance abuse, and health problems such as obesity; *and*

WHEREAS, all citizens should support families in providing safe, nurturing environments for children; *and*

WHEREAS, effective child abuse prevention programs succeed due to partnerships among social service agencies, schools, faith communities, civic organizations, law enforcement and the business community.

NOW THEREFORE, by virtue of the authority vested in me as Mayor and on behalf of Henderson's City Council and its citizens, I proclaim April 2012 as **Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in efforts to support families, thereby decreasing child abuse and strengthening the communities in which we live.

Attest:

James D. O'Geary, Mayor

Esther J. McCrackin, City Clerk



PROCLAMATION 12-10

A PROCLAMATION of the Mayor and City Council of the
City of Henderson, North Carolina, honoring
Public Health Month – April 2012

WHEREAS, we hereby recognize and acknowledge public health's 132 years of service to the residents of North Carolina and specifically Henderson; *and*

WHEREAS, North Carolina's public health system is a critical component of the state's emergency response to natural and man-made disasters and widespread disease outbreaks in North Carolina; *and*

WHEREAS, public health measures control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have improved the health status and life expectancy for North Carolina residents; *and*

WHEREAS, public health plays a critical role in eliminating health inequities and preventing chronic diseases and injuries, resulting in improved productivity and decreased health care costs for all North Carolinians; *and*

WHEREAS, a continued focus on promoting public health programs has resulted in more than an 11 percent decline in infant mortality, the lowest rate in the state's history, a 29 percent decline in age-adjusted heart disease death rates since 2000 and more than a 38 percent decline in teen pregnancy since 2000; *and*

WHEREAS, the Healthy North Carolina 2020 Health Objectives represent a 10-year plan to improve the health of all North Carolinians by working to promote access to preventive and needed health services; foster positive and supportive living and working conditions in our communities; and support individuals in developing the capacities and skills to achieve healthy living; *and*

WHEREAS, communities, employers, hospitals and health care providers, individuals and families, insurers, legislators and policy makers, schools and child care facilities must work together to identify and develop innovative solutions to health problems facing the people of North Carolina; *and*

WHEREAS, the Granville-Vance District Health Department has led a collaborative effort with community partners to create a Community Health Assessment focused on the 2020 Health Objectives that identifies health priorities and will be published in April 2012.

NOW THEREFORE, I, JAMES D. O'GEARY, Mayor of the City of Henderson, North Carolina, do hereby proclaim April 2012 as *Public Health Month* and urge our citizens to recognize that public health is working to ensure all people living in Henderson are protected from health threats.

Attest:

James D. O'Geary, Mayor

Esther J. McCrackin, City Clerk



AGENDA

**Henderson City Council Work Session
Monday, 23 April 2012 Immediately Following Regular Session
R. G. (Chick) Young, Jr. Council Chambers, Municipal Building
134 Rose Avenue
Henderson, North Carolina**

Mayor and City Council Members

Mayor James D. O'Geary, Presiding

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

Councilmember Brenda G. Peace—Jenkins
Councilmember Garry D. Daeke
Councilmember Lonnie Davis, Jr.
Councilmember George M. Daye

City Officials

A. Ray Griffin, Jr., City Manager
John H. Zollicoffer, Jr., City Attorney
Esther J. McCrackin, City Clerk

I. CALL TO ORDER

II. ROLL CALL

III. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA

IV. REGULAR WORK SESSION

a) There are no items for this Work Session

V. ADJOURNMENT