



AGENDA

Henderson City Council Regular Meeting

Monday 10 October 2016, 6:00 p.m.

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

134 Rose Avenue

Henderson, North Carolina

Mayor and City Council Members

Mayor Eddie Ellington, Presiding

Councilmember Marion B. Williams

Councilmember Sara M. Coffey

Councilmember Michael C. Inscoe

Councilmember D. Michael Rainey

Councilmember Melissa Elliott

Councilmember Garry D. Daeke

Councilmember Fearldine A. Simmons

Councilmember George M. Daye

City Officials

Frank Frazier, City Manager

D. Rix Edwards, City Attorney

Esther J. McCrackin, City Clerk

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION AND PLEDGE OF ALLEGIANCE

IV. OPENING REMARKS

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

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

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

V. ADJUSTMENTS TO AND/OR APPROVAL OF THE AGENDA

VI. APPROVAL OF MINUTES

- a) 12 September 2016 Regular Meeting [*See Notebook Tab 1*]
- b) 26 September 2016 Special Called Meeting

VII. PUBLIC HEARING

- a) Consideration of Approval of Ordinance 16-40, Amending the Zoning Map to Rezone Property from B3 (Shopping Center District) to B4 (Neighborhood Commercial District) 28,454 sq. ft. / 0.653⁺ Acres Located on Dabney Drive Former PNC Bank (Henderson Mall PIN #0013 03046). (*CAF 16-103*) [*See Notebook Tab 2*]
 - Ordinance 16-40

VIII. PUBLIC COMMENT PERIOD ON AGENDA ITEMS

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

IX. NEW BUSINESS

- a) Consideration of Approval of Resolution 16-68, Authorizing an Agreement with the American Red Cross Designating the Aycock Recreation Center as a Temporary Emergency Shelter in the Event of a Disaster. (*CAF 16-101*) [*See Notebook Tab 3*]
 - Resolution 16-68
- b) Consideration of Approval of Resolution 16-62, Declaring Intent to Close a Portion of Lamb Street from Main Street to David Street. (*CAF 16-93*) [*See Notebook Tab 4*]
 - Resolution 16-62

³ **Citizen Comment Guidelines for Agenda Items**

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

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

- c) Consideration of Approval of 1) Ordinance 16-07, Amending Section 2-4 of the City Code Relative to Designating Regular Council Meeting Time and Place, and 2) Approval of Resolution 16-38, Adopting the 2017 City Council Meeting Schedule. *(CAF 16-34) [See Notebook Tab 5]*
 - Ordinance 16-07
 - Resolution 16-38
- d) Consideration of Approval of Resolution 16-69, Authorizing the Application for a State Farm Community Grant by the Henderson Fire Department in the Amount of \$7,500. *(CAF 16-104) [See Notebook Tab 6]*
 - Resolution 16-69
- e) Consideration of Approval of Resolution 16-72, Requesting the County of Vance to Continue Enforcement as it Relates to Delinquent Taxes. *(CAF 16-108) [See Notebook Tab 7]*
 - Resolution 16-72
- f) Consideration of Approval of Resolution 16-70, Authorizing a Lease Purchase Financing Agreement for a Fire Department Truck with Benchmark Community Bank. *(CAF 16-102) [See Notebook Tab 8]*
 - Resolution 16-70
- g) Consideration of Approval of 1) Resolution 16-12-C, Awarding an Engineering Contract with WK Dickson for the Implementation of the Technical Assistance Grant Relative to Asset Management and Sanitary Sewer Modeling to Meet the Guidelines of the North Carolina State Department of Environmental Quality Resources; and 2) Ordinance 16-42 FY 17 BA #15, Establishing the Budget for the Technical Assistance Grant. *(CAF 16-13-C) [See Notebook Tab 9]*
 - Resolution 16-12-C

CONSENT AGENDA

All matters listed under the Consent Agenda have either been previously discussed by City Council during a previous meeting and/or are considered in the ordinary course of business by the City Council and will be enacted-on by one motion and a roll call vote in the form listed. If discussion is desired by either the Council or the Audience, the item in question will be removed from the Consent Agenda and considered separately after the revised consent agenda has been approved.

- a) Consideration of Approval of Resolution 16-71, Authorizing the Mayor and City Manager to Sign Amendments to the State Archives Records Retention Schedule. *(CAF 16-106) [See Notebook Tab 10]*
 - Resolution 16-71

b) Consideration of Approval of 1) Resolution 16-63-A, Authorizing the Acceptance of Wal-Mart Community Grant for the Henderson Fire Department in the Amount of \$1,500; and 2) Ordinance 16-19, FY BA #13, To Establish the Budget for Said Grant. (CAF 16-94-A) [See Notebook Tab 11]

- Ordinance 16-19

c) Consideration of Approval of 1) Resolution 16-45-A, Authorizing the Acceptance of the 2016 BJA Grant in the Amount of \$19,996; and 2) Ordinance 16-39, FY17 Budget Amendment #12, Establishing the 2016 BAJ Grant Project Budget. (CAF 16-58-A) [See Notebook Tab 12]

- Resolution 16-45-A
- Ordinance 16-39

d) Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of August, 2016. (CAF 16-100) [See Notebook Tab 13]

X. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

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

XI. REPORTS

a) Mayor/Mayor Pro-Tem [See Notebook Tab 14]

- Fire Prevention Month Proclamation
- Johnnie Jacqueline Young Mims Sanders Resolution

⁴ Citizen Comment Guidelines for Non-Agenda Items

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

- b)** City Manager [*See Notebook Tab 15*]
 - i. Cartegraph Presentation (No Materials)
 - ii. Elmwood Cemetery Sewer Replacement Update
 - iii. Housing Demolition Update (No Materials)
 - iv. Housing Advisory Committee Update (No Materials)
 - v. CIP Major Project Update
 - vi. Extra Territorial Jurisdiction (ETJ) Boundary Line Memo
 - vii. Finance Report (To Be Distributed)
- c)** City Attorney (No Report)
- d)** City Clerk
 - i. Meeting and Events Calendar [*See Notebook Tab 16*]
 - ii. E-911 Monthly Report
 - iii. Fire Department Monthly Report

XII. CLOSED SESSION

- a)** Pursuant to G.S. §143-318.11(a)(6) regarding a Personnel Matter.
- b)** Pursuant to G.S. §143-318.11(a)(3) regarding an Attorney/Client Matter.

XIII. WORK SESSION

- a)** Consideration of Approval of Ordinance 16-38, FY17 BA#14, Authorizing the Transfer of General Fund Contingency Funds to Elmwood Cemetery Budget for Various Improvements at Elmwood Cemetery. (*CAF 16-105*) [*See Notebook Tab 17*]
 - Ordinance 16-38

XIII. ADJOURNMENT

City Council Minutes - DRAFT
Regular Meeting
12 September 2016

PRESENT

Mayor Eddie Ellington, Presiding; and Council Members Marion B. Williams, Sara M. Coffey, Michael C. Inscoe, D. Michael Rainey, Melissa Elliott, Garry D. Daeke and Fearldine A. Simmons.

ABSENT

Council Member George M. Daye

STAFF PRESENT

City Manager Frank Frazier, City Attorney D. Rix Edwards, City Clerk Esther J. McCrackin, Finance Director Joseph Fuqua, Fire Chief Steve Cordell, Assistant Fire Chief Curtis Tyndall, Assistant to City Manager Paylor Spruill, Engineering Director Clark Thomas, Planner Robert Harris, Kerr Lake Regional Water Director Christy Lipscomb, Human Resources Director Cathy Brown, Interim Henderson Water Reclamation Director Lamont Allen and Interim Public Services Director Andy Perkinson.

CALL TO ORDER

The 12 September 2016 Regular Meeting of the Henderson City Council was called to order by Mayor Eddie Ellington at 6:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

The City Clerk called the roll and advised Mayor Ellington a quorum was present.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

OPENING COMMENTS

Mayor Ellington welcomed both citizens and staff.

Council Member Coffey thanked everyone for their thoughts, prayers, cards and visits during the passing of her granddaughter.

ADJUSTMENTS TO/APPROVAL OF AGENDA

Mayor Ellington asked if there were any adjustments to the Agenda. City Manager Frazier asked to have the Work Session item removed from the agenda. Council Member Rainey moved to accept the Agenda as adjusted. Motion seconded by Council Member Simmons, and unanimously approved.

APPROVAL OF MINUTES

Mayor Ellington asked for any corrections to and/or approval of the minutes. Council Member Daeke moved the approval of the 8 August 2016 Regular Meeting and 24 August 2016 Special Called Meeting minutes as presented. Motion seconded by Council Member Simmons, and unanimously approved.

PUBLIC HEARING

Amending the Zoning Ordinance To Allow Outdoor Advertising Signs as a Special Use Permit in the Industrial Park District (I-1) Section 210A Table of Permitted Uses; Article Section 400, Section 412.1 and 412.2; Article 1000 Definitions, Section 1002 Defining Billboard Signs and Off Premise Signs. (Reference: CAF 16-76, Ordinance 16-36)

City Manager Frazier explained this ordinance will strengthen the requirements regarding billboard/outdoor signs in the I-1 Industrial Park District. Although Development Services Director Corey Williams was unable to attend this meeting, the Planner, Robert Harris was present to answer any questions.

With no discussion, Mayor Ellington opened the Public Hearing by asking if anyone was present who wished to speak in favor of this amendment. No one came forward so Mayor Ellington then asked if anyone was present who wished to speak in opposition to the amendment. No one came forward.

Mayor Ellington then closed the Public Hearing and asked for Council's pleasure.

Council Member Daeke asked Mr. Harris to come to the podium to respond to questions about the enforcement of existing ordinances. Mr. Daeke asked if the sign issues are complied with to which Mr. Harris responded no. Mr. Daeke suggested that no more changes be made to zoning ordinances until the staff can enforce those in existence.

A general discussion followed regarding code enforcement, billboard permits, what is currently in place in the I-1 district and it was the consensus of Council to table this request.

Motion was made by Council Member Inscoe that Ordinance 16-36 be tabled for further study and a review takes place regarding current ordinance enforcement. Motion was seconded by Council Member Coffey, and APPROVED by the following vote: YES: Williams, Coffey, Inscoe, Elliott, Daeke and Simmons. NO: Rainey. ABSTAIN: None. ABSENT: Daye.

Authorizing a Loan Agreement with Benchmark Community Bank in the Amount of \$600,000 for Renovation of the Former City Municipal Building at 110 Young Street. (Reference: CAF 16-96, Resolution 16-65)

City Manager Frazier reminded Council that this is a project to renovate the old police station that has been discussed previously and is included in the FY16-17 budget. The Local Government Commission will need to review and approve the loan prior to the City closing on the loan, as well as awarding a contract for the construction. Mr. Frazier said several banks were asked to submit bids and staff felt Benchmark presented the best fixed term rate in conjunction with other requirements as listed in the responses. If approved by the Commission, the next step will be to take bids for the project and then this will be brought back to Council for final approval.

Council Member Inscoe clarified this renovation also includes the upstairs living quarters of Fire Station #2.

Council Member Rainey asked how many tenants the buildout will allow and Council Member Inscoe said multi-tenants could use the space.

With no other discussion, Mayor Ellington opened the Public Hearing by asking if anyone was present who wished to speak in favor of this amendment. No one came forward so Mayor Ellington then asked if anyone was present who wished to speak in opposition to the amendment. No one came forward.

Mayor Ellington then closed the Public Hearing and asked for Council's pleasure.

Council Member Rainey moved the approval of Resolution 16-65, *Authorizing a Loan Agreement with Benchmark Community Bank in the Amount of \$600,000 for Renovation of the Former City Municipal Building at 110 Young Street*. Motion seconded by Council Member Inscoe, and APPROVED by the following vote: YES: Coffey, Inscoe, Rainey, Elliott, Daeke, Simmons and Williams. NO: None. ABSTAIN: None. ABSENT: Daye. (See Resolution Book 5, p 129)

PUBLIC COMMENT PERIOD ON AGENDA ITEMS

City Clerk McCrackin advised no citizens wished to address Council.

OLD BUSINESS

Authorizing the Appropriation of \$20,000 from the CIP Sewer Contingency Line to the Legal/Administration Line of the Water Reclamation Renovation Project. (Reference: CAF 16-88, Ordinance 16-31)

City Manager Frazier said this request is to move \$20,000 into the appropriate budget line item to cover future invoices for services performed by Poyner & Spruill in working out a takeover agreement with the surety company for the completion of the Henderson Water Reclamation Facility renovation project.

There were no questions so Mayor Ellington asked how Council wished to proceed.

Council Member Rainey moved the approval of Resolution 16-88, *Authorizing the Appropriation of \$20,000 from the CIP Sewer Contingency Line to the Legal/Administration Line of the Water Reclamation Renovation Project*. Motion seconded by Council Member Daeke, and APPROVED by the following vote: YES: Inscoc, Rainey, Elliott, Daeke, Simmons, Williams and Coffey. NO: None. ABSTAIN: None. ABSENT: Daye. (See Ordinance Book 9, p 367)

NEW BUSINESS

Acceptance of a Technical Assistance Grant Relative to Asset Management and Sanitary Sewer Modeling to Meet the Guidelines of the North Carolina State Department of Environmental Quality Resources. (Reference: CAF 16-13-B; Resolution 16-12-B)

City Manager Frazier stated Council approved the submission of an application for this grant at its February 2016 meeting. Recently the City received a letter of intent to fund this project from the North Carolina State Department of Environmental Quality Resources Water Infrastructure. There is a 5% match and if approved, an engineering contract will be brought back to Council for approval, as well as a budget amendment once all the documents are received.

There was no discussion so Mayor Ellington asked how Council wished to proceed.

Council Member Elliott moved the approval of Resolution 16-12-B, *Acceptance of a Technical Assistance Grant Relative to Asset Management and Sanitary Sewer Modeling to Meet the Guidelines of the North Carolina State Department of Environmental Quality Resources*. Motion seconded by Council Member Coffey, and APPROVED by the following vote: YES: Rainey, Elliott, Daeke, Simmons, Williams, Coffey and Inscoc. NO: None. ABSTAIN: None. ABSENT: Daye. (See Resolution Book 5, p 23-A)

CONSENT AGENDA

The City Clerk read the Consent Agenda, summarized as follows:

Adopting a Special Events Policy and Manual for the Special Events Permit Process and Establishing the Associated Permit Application Fee at \$25.00. (Reference: CAF 16-04-A; Resolution 16-52, Ordinance 16-22) This action establishes a set procedure for special events and adds an application fee of \$25.00 to the Fee Schedule. (See Resolution Book 5, p103; Ordinance Book 9, p 349)

Closing Out CIP Water Fund: 2" Water Line Project 43-850 and CIP Regional Water Fund: Pipe Repair Project 46-941. (Reference: CAF 16-62; Ordinance 16-35, Budget Amendment #9 and 10) These two projects are complete and this action closes out the associated CIP funds. (See Ordinance Book 9, p 375)

Authorizing the Application for a Wal-Mart Community Grant by the Henderson Fire Department in the Amount of \$2,500. (Reference: CAF 16-94; Resolution 16-63) This action will enable the Fire Department to purchase a Bright Link 595 Wi-Interactive 3 LCD Projector that will be used during fire prevention classes. (See Resolution Book 5, p 125)

Mayor Ellington asked if anyone wished to remove an item from the Consent Agenda. There were no requests so Mayor Ellington asked for how Council wished to proceed.

Council Member Inscoc moved the approval of the Consent Agenda as presented. Motion seconded by Council Member Rainey, and APPROVED by the following vote: YES: Elliott, Daeke, Simmons, Williams, Coffey, Inscoc and Rainey. NO: None. ABSTAIN: None. ABSENT: Daye.

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS

City Clerk McCrackin advised one citizen wished to address Council.

Mark Sanders, 516 Birch Circle Mr. Sanders has addressed Council before regarding concerns he has regarding Birch Circle. He thanked the City for the work that has been done but felt there are trees on City property that need to be removed and he also asked that some type of barricade be placed over the end of a drainage ditch outlet.

City Manager Frazier said he would discuss these issues with staff and will have Mr. Andy Perkinson, Interim Public Services Director, contact Mr. Sanders regarding his concerns.

REPORTS

- a) Mayor/Mayor Pro-Tem – Mayor Ellington reported on the excellent turnout for the Ducky Derby downtown, events at the Recreation Center and also the Gang Free cookout held by Council Member Elliott
- b) City Manager -
 - i. The final invoice for the Chavasse Avenue project has been received. It was \$78,382.37 which is in line with what was anticipated.
 - ii. Work continues with the engineers regarding the KLRW expansion and more meetings are anticipated. There may be a need for a special called meeting depending on the outcome of these meetings
 - iii. The Recreation and Parks Advisory Board needs more time to consider the changes proposed for the South Henderson ballfield. It is unknown when there will be further movement on this project.
 - iv. The Elmwood Cemetery project is moving forward with the bid opening date set for September 27th. Several contractors have expressed an interest in this project.
 - v. NCDENR DEQ Secretary van der Vaart will be at the HWRF on Thursday, September 15th to view the plant renovations and how the loan helped the City with this project.

- vi. The City has received \$18,000 from items placed on GovDeal. Edna Vaught, Administrative Services Officer, has done a great job with this process.
 - vii. The initial Housing Advisory Committee meeting will be Wednesday, September 14th at City Hall.
 - viii. The City Attorney is reviewing options regarding Abagayles Book Store and meetings have been set with contractor to determine the cost of removing the building. Other options are also being considered.
 - ix. Letters were sent to property owners along Lamb Street regarding the proposed street closing. No responses were received so this closing will be brought before Council in October.
 - x. The County passed the lease agreement between the City/County and Green Rural so it is currently being signed by the appropriate officials.
- c) City Attorney (No Report)
- d) City Clerk – Reminded Council of the Crime Stoppers Banquet this week and also the Kerr-Tar Council of Government’s Banquet on September 22nd.

OTHER

Council Member Coffey would like to have the Purple Heart flag in place before the annual car show in October as a lot of the attendees at the show are veterans.

Council Member Elliott said a day of amnesty is being finalized for October 28 for turning in guns. More details to come.

Council Member Inscoe had several questions:

1. Follow-up details regarding the electric charging stations. Engineering Director Clark Thomas said there is a networking fee of \$18.00 per charger per month plus a charge per minute for electricity used. An application for the charging station has been submitted and if awarded, will be brought back to Council
2. When will Council have a list of streets for resurfacing. Mr. Frazier distributed a list of streets and said the asphalt tonnage is an estimate. He added switching streets will not be a problem.
3. Status of the Cartagraph program. Mr. Frazier said a presentation is planned for the October meeting. Mr. Thomas said the Public Services department is using the program and it is now being rolled out to Parks and Recreation, HWRF and KLRW staff.
4. Would like an action on the October agenda for Abagayles bookstore.

Council Member Williams said she had heard some type of truck was out of operation. Mr. Frazier said the knuckleboom truck was out of operation for a couple of days but is now back in service as well as the street sweeper.

Council Member Elliott is flying to Chicago in the morning for a taping of the *Steve Harvey Show*. She said the producers learned about her via Facebook and have asked her to tell her personal story on the show.

Council Member Williams shared her grandson has juvenile diabetes and asked anyone interested to join her in the Juvenile Diabetes walk being held in Raleigh on October 22nd.

Lastly, Mr. Frazier said there have been some questions recently regarding cloudy and/or discolored water. He said there is nothing wrong with the water and wanted Council to know this in case they receive any calls from citizens.

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

CLOSED SESSION

Council Member Daeke moved for Council to convene in closed session pursuant to G.S. §143-318.11(a)(3) for an Attorney-Client Privilege Matter and G.S. §143-318.11(a)(6) for a Personnel Matter. Motion seconded by Council Member Coffey, and unanimously approved.

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

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

ADJOURNMENT

Council Member Daeke moved for adjournment. Motion seconded by Council Member Elliott, and unanimously approved. The meeting adjourned at 7:12 p.m.

Eddie Ellington
Mayor

ATTEST:

Esther J. McCrackin, City Clerk

City Council Minutes - DRAFT
Special Called Meeting
26 September 2016

PRESENT

Mayor Eddie Ellington, Presiding; and Council Members Marion B. Williams, Sara M. Coffey, Michael C. Inscoc, D. Michael Rainey, D. Melissa Elliott, Garry D. Daeke and Fearldine A. Simmons

ABSENT

Council Member George Day

STAFF PRESENT

City Manager Frank Frazier, City Clerk Esther J. McCrackin, Engineering Director Clark Thomas Kerr Lake Regional Water Director Christy Lipscomb and Finance Director Joey Fuqua.

CALL TO ORDER

The 26 September 2016 Special Called Meeting of the Henderson City Council was called to order by Mayor Eddie Ellington at 6:00 p.m. in the R. G. "Chick" Young, Jr. Council Chambers, Municipal Building, 134 Rose Avenue, Henderson, NC.

ROLL CALL

The City Clerk called the roll and advised Mayor Ellington a quorum was present. Clerk McCrackin said one citizen wished to address Council and it was up to Council as to when they wanted to hear that citizen. Council asked to hear the citizen before discussion the new business of the evening.

Elissa Yount, 216 Chavasse Avenue Ms. Yount, a previous member of council, felt much of the information being provided in this resolution was erroneous. She began by saying she did not believe the planning began in 2005. She then went on to present certain facts as she saw them. She reminded Council that this is only the first phase of this project and said Council is being asked to decide if expansion is a better goal than treatment. Ms. Yount said it does not make good business sense to exhaust capital reserve to pay the first year's debt. She asked Council not to be rushed and to ask who is providing the information for consideration. Ms. Yount made a point of saying the City does not have a professional engineer in water technology and felt a consultant should be hired that will look out for only Henderson's interests. Ms. Yount thanked Council for listening and offered to share her information relative to past minutes.

Mayor Ellington thanked Ms. Yount for her information and asked Council if they had any questions for Ms. Yount. With no questions, Mayor Ellington turned the meeting over to City Manager Frazier.

NEW BUSINESS

Authorizing Approval of a Grant/Loan Application to DWSRF for the Kerr Lake Regional Water System Plant Improvement Project. (Reference: CAF 16-18, Resolution 16-37)

City Manager Frazier thanked Council for coming to this special meeting. He said the Advisory Board has met several times to discuss this issue thoroughly. In response to Ms. Yount's comment about the design, Mr. Frazier said the design for the expansion took place during the timeframe she referenced and the City still has authorization from the State to construct. He gave credit to the staff and added Clark Thomas is the professional engineer on the City's staff. Mr. Frazier said Henderson has worked well with the City of Oxford and Warren County staff in reviewing the options for all boards to consider. Amy Ratliff is Oxford's engineer and Macon Robertson is the Public Utilities Director for Warren County, and they are in both in tune with this process. He said the first estimate was much higher than expected which is why other options have been considered. With NC Connect bond money and SRF funding available, this is a good opportunity to bring in a phased approach. Mr. Frazier said the City of Oxford has already passed a resolution in favor of this project and added they really wanted to do the full 20MGD expansion. Warren County is meeting tonight and they feel this is a good approach. Mr. Frazier said the needs of the partners have been considered and at this time Oxford is using approximately 1.6-1.7MGD which is 75-76% of its allocation. Overall, he said the plant is at approximately 72%. The main aspect to consider with this project is the TTHM's and water quality as this application addresses disinfection by products and meeting those standards.

The success of this application will not be known before December or January of 2017. Mr. Frazier added he is hopeful that grant funds will be approved but at this time does not anticipate receiving any grants. With that asked Engineering Director Clark Thomas and Kerr Lake Regional Water Director Christy Lipscomb to provide more detailed information.

Mr. Thomas began by saying the City started looking at this project a couple of years ago and one of the concerns was how to deal with the disinfection byproducts. There are multiple technologies available which is why a pilot study was performed to make sure the City's water would work with the proposed technology in question. He said now is a good opportunity to apply for funding from DWSRF as many municipalities are going after NC Connect funding which Henderson does not qualify. Mr. Thomas then clarified a statement made by Ms. Yount regarding the high rating of filters. He said right now the plant is designed for 10MGD. He said "back in the day" when everyone was pushing up their limits in water usage, the State allowed the City to use high rate filters instead of requiring major capital improvement projects. He said High Rate filters were a patch that could be used as long as certain criteria were met. One criterion was to use more chlorine on top of the filters which set up a more exasperated TTHM problem because you were not removing the TOC's in the conventional process. So the high rate filters really do not resolve the TTHM problem. By adding one filter, which is included in this proposal, the plant can go from 10MGD to 12.5MGD and improve the water quality. Under current operations/methods the plant is not able to resolve TTHM's.

Ms. Lipscomb added there have been extensive conversations with State regarding this project. The State, under new administration, has said it will rescind the City's ability to use high rate filters if anything is changed at the plant. That's the reason for adding the extra filter.

Council Member Daeke asked if that was the difference between the number Ms. Yount quoted of 13MGD using High Rate. We were 10.5 without high rate. Ms. Lipscomb said that is correct.

Ms. Yount asked for clarification on how often the high rate filters are used. Ms. Lipscomb said not very often. She said maybe a few 10.5 or 11 MG days but only under extenuating circumstances, like a break.

Mr. Daeke then asked about compliance issues with TTHM qualities which he felt would be addressed with this project. He next asked for the present amount of the Capital Reserve.

Mr. Frazier said \$1.3M was added this budget year and the total is approximately \$4M in Capital Reserve for the Regional Water fund. He said debt service has dropped off on several projects which have allowed funds for this project.

Mr. Daeke's next question was if the application is approved can Council refuse to accept the grant/loan. Mr. Frazier said Council does not have to accept the funding; however, he said for this amount of money, he did not think Council would want to go into this without the intent of using the funds.

Council Member Mr. Inscoe clarified that no engineers have been assigned to the project. He said that it would probably be two years before construction begins and during that time, more funds will be added to the Capital Reserve. Mr. Frazier said the City will have to go out for bids before then but it's about a 2 year project.

Council Member Coffey asked if it will be two years before actual construction. Mr. Frazier responded this will probably be a two to two and a half year project once the design is done and before the design is done and construction is complete.

Council Member Williams then asked if this is about more individuals needing water which will require the plant to work at a higher rate. Ms. Lipscomb responded that is correct. Mr. Daeke said it depends on who is demanding more water. Ms. Lipscomb said the 10MGD is split between three partners. 60% of cost falls on City of Henderson.

Council Member Coffey said being a 60% partner is a good thing.

Ms. Yount now asked for clarification that the plant is at 78% capacity. Mr. Frazier said the plant is at about 70-71% of 10MGD. Ms. Lipscomb added Oxford is at 78%. Ms. Yount said since Henderson is losing population Henderson should not be close to capacity. Ms. Lipscomb said yearly average is at 75-76% for entire plant but Oxford is closer to its allocation than Henderson and Warren County. Ms. Yount questioned if the whole system is at 75% then Oxford is no different shape than Henderson. Mr. Frazier said the 75-76% was of the 6MGD.

With no further questions, Mayor Ellington thanked Mr. Thomas and Ms. Lipscomb.

There was no further discussion so Mayor Ellington asked how Council wished to proceed.

Council Member Daeke moved the approval of Resolution 16-37, *Authorizing Approval of a Grant/Loan Application to DWSRF for the Kerr Lake Regional Water System Plant Improvement Project*. Motion seconded by Council Member Rainey, and APPROVED by the following vote: YES: Williams, Coffey, Inscoc, Rainey, Elliott, Daeke and Simmons. NO: None. ABSTAIN: None. ABSENT: Daye. (See Resolution Book 5, p 73)

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

ADJOURNMENT

Council Member Elliott moved for adjournment. Motion seconded by Council Member Daeke, and unanimously approved. The meeting adjourned at 6:25 p.m.

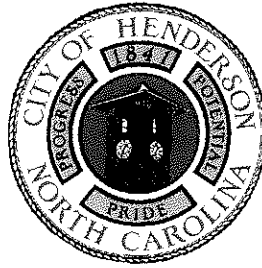
Eddie Ellington
Mayor

ATTEST:

Esther J. McCrackin, City Clerk

City Council Action Form

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



Council Meeting: 10 Oct. 16 Regular Meeting

21 September 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council
FR: Frank Frazier, City Manager *J.F.*
RE: CAF: 16-103

Consideration of Approval of Ordinance 16-40, Amending the Zoning Map to Rezone Property from B3 (Shopping Center District) to B4 (Neighborhood Commercial District) 28,454 sq. ft./ 0.653 +/- Acres Located on Dabney Drive Former PNC Bank (Henderson Mall PIN #0013 03046).

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

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

Recommendation:

- Approval of Ordinance 16-40, Amending the Zoning Map to Rezone Property from B3 (Shopping Center Commercial District) to B4 (Neighborhood Commercial District) 28,454 sq. ft./0.653 +/- Acres Located on Dabney Drive Former PNC Bank (Henderson Mall PIN #0013 03046).

Executive Summary:

Henderson Fields LLC owns the property located on Dabney Drive in the Henderson Mall development formerly known as the PNC Bank. They are requesting to rezone 28,454 sq. ft./0.653 acres of the parent tract/ parcel #0013 03046 from B3 Shopping Center Commercial District to B4 Neighborhood Commercial District. A preliminary subdivision plat for administrative review has been submitted. The objective is to create an out parcel with a conforming zoning classification.

The Planning Board approved this recommendation by a unanimous vote during its September 19, 2016 meeting as shown in the planning board minutes.

Attachments:

1. Ordinance 16-40
2. Planning Board Minutes
3. Proposed Rezoning Map
4. Subdivision Plat
5. Letter to Adjacent Land Owners (Table)

ORDINANCE 16-40

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

AN ORDINANCE REZONING 28,454 SQFT /0.653 +/- ACRE TRACT FROM B3 (SHOPPING CENTER COMMERCIAL DISTRICT) TO B-4 (NEIGHBORHOOD COMMERCIAL DISTRICT) ON DABNEY DRIVE (PARCEL #0013 03046).

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

Section 1: That the official zoning map of the City of Henderson (incorporated by reference in City Code) is hereby amended by rezoning 28,454 SQFT /0.653 acres, more or less, from B3 to B4 (being Vance County Tax Map 0013, Block 03, & Lot 046).

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

The foregoing Ordinance 16-40, upon motion of Council Member _____ and seconded by Council Member _____, and having been submitted to a roll call vote and received the following votes and was **APPROVED/DISAPPROVED** on this the ____ day of _____, 2016: YES: . NO: . ABSTAIN: . ABSENT:

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

Rix D. Edwards, City Attorney

*Reference: Minute Book 5**, p. **, CAF 16-103*



City of Henderson

Planning and Community Development Department

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

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

DRAFT MINUTES

HENDERSON PLANNING BOARD

MONDAY SEPTEMBER 19, 2016 – 3:30 P.M.

CITY HALL – COUNCIL CHAMBERS

Members Present – Michael Rainey, Horace Bullock, Jimmie Ayscue, Phil Walters, Arnold Bullock, Tom Englehart (Alternate) James O’Geary (Alternate), Michael Venable (Alternate).

Members absent – Marguerite Anduze, Keith Coffey, Rick Easter

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

CALL TO ORDER – Meeting was called to order by Chairman Mr. Michael Rainey. Roll was called. A quorum was present.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES: Minutes were approved for August 15, 2016 by a vote of 8-0. The motion was made by Mr. James O’Geary, and second by Mr. Jimmie Ayscue.

PUBLIC HEARING

- **Case (PB04-16): Public Hearing: Recommendation to rezone property from B-3 to B-4 .6569 +/- located in the Henderson Mall Shopping Center area on Dabney Drive. It is the parent tract of PIN # 0013 03046.**

Mr. Robert Harris (Planner) introduced the item.

Mr. Corey Williams (Development Services Director) distributed to the Planning Board a table of permitted uses for B-4 Neighborhood Commercial District. Mr. Williams explained to the Planning Board the B-3 Shopping Center District is a large tract with minimum area requirements at 150,000 square feet approximately 3.4 acres. B-4 Neighborhood Commercial District would meet the zoning area requirement at a minimum of 10,000 square feet for the proposed outparcel. Mr. Williams explained to the Planning Board the subdivision plat is an administrative process.

Mr. Rainey wanted clarification on the subdivision plat. Mr. Williams explained that the plat does not have to go before the Planning Board because of the exemption status. The Planning Board was reminded by Mr. Williams to vote on the rezoning process.

Mr. Rainey asked if this was spot zoning. Mr. Williams replied the adjacent tract has B-4 Neighborhood Commercial District. First Citizens Bank and Union Bank are designated as B-4 Neighborhood Commercial District.

Mr. Rainey opened the public hearing.

Mr. Jim Wrenn (Hopper, Hicks & Wrenn / 111 Gilliam Street/ Oxford, NC 27565) represented Henderson Fields LLC. The purpose of the rezoning is to allow a subdivision of this property to sell an out parcel. The applicant is requesting to rezone 28,454 square feet from B-3 Shopping Center Commercial District to B-4 Neighborhood Commercial District. This property was formerly PNC Bank.

No one spoke against the rezoning proposal.

Mr. Rainey closed the public hearing.

Mr. Horace Bullock recommended approval and Mr. James O'Geary seconded the motion. It was a unanimous decision.

Henderson Fields
Rezoning from B-3 to B-4.

1 inch = 200 feet



City Council Action Form

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



Council Meeting: 10 Oct 2016 Regular Meeting

15 September 2016

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

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

RE: **CAF: 16-101**

Consideration of Approval of Resolution 16-68, Authorizing an Agreement with the American Red Cross Designating the Aycock Recreation Center as a Temporary Emergency Shelter in the Event of a Disaster

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- **CV 7: Teamwork and Collaborative Efforts:** We value teamwork and collaborative efforts with our fellow workers, stakeholders and partners, and believe that through such efforts we will be better able to achieve our goals and objectives.

Recommendation:

- Approval of Resolution 16-68, Authorizing an Agreement with the American Red Cross Designating the Aycock Recreation Center as a Temporary Emergency Shelter in the Event of a Disaster

Executive Summary:

The American National Red Cross (“Red Cross”), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the public and private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims.

The Red Cross has contacted Recreation and Parks Director Vann and requested the City designate the Aycock Recreation Center a Temporary Emergency Shelter.

It should be noted that the Operations Center is also a designated disaster relief facility.

Attachments:

1. Resolution 16-68

RESOLUTION 16-68

AUTHORIZING AN AGREEMENT WITH THE AMERICAN RED CROSS DESIGNATING THE AYCOCK RECREATION CENTER AS A TEMPORARY EMERGENCY SHELTER IN THE EVENT OF A DISASTER

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2016, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals as well as twelve Core Values (CV); *and*

WHEREAS, this Resolution addresses CV 7: Teamwork and Collaborative Efforts; *and*

WHEREAS, the American Red Cross has requested the City designate the Aycock Recreation Center an Emergency Shelter in the event of a disaster; *and*

WHEREAS, the City of Henderson desires to allow such designation; *and*

WHEREAS, the agreement has been reviewed by the City Attorney and no legal objections were raised.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES AUTHORIZE the City Manager to sign an execute said agreement (*Attachment A*) with the American Red Cross to provide emergency services and disaster relief to the citizens of Henderson, NC.

The foregoing Resolution 16-68, introduced by Council Member _____ and seconded by Council Member _____ on this the ---th day of _____ 2016, and having been submitted to a roll call vote, was _____ by the following votes: YES: . NO: ABSENT: ABSTAIN:

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

Reference: Minute Book 44, p 152, CAF 16-94

**American Red Cross
Shelter Agreement**

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: Aycock Recreation Center

Parties and Facility

Owner:

Legal name: City of Henderson (City) and Vance County, North Carolina. Facility operated by the City.
24-Hour Point of Contact: Kendrick Vann
Name and title: Recreation and Parks Director
Work phone: 252-431-6093 Cell phone/pager: _____
Address for Legal Notices:
134 Rose Avenue PO Box 1434
Henderson NC 27536

Red Cross:

Legal name: The American National Red Cross
Chapter: Central North Carolina
24-Hour Point of Contact: Sarah Rhyne
Name and title: Disaster Program Manager
Work phone: (919)489-6541x4141 Cell phone/pager: (919)883-6132
Address for Legal Notices:
4737 University Drive
PO Box 52509
Durham NC 27707

Copies of legal notices must also be sent to:

The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).
AYCOCK RECREATION CENTER
307 CAREY CHAPEL ROAD
HENDERSON, NC 27537

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner may permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Facility/Shelter Opening/Closing Form, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment and areas of the facility that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. Food Services: Upon request by the Red Cross, and if such resources exist and are available, the Owner may make the food service resources of the Facility, including food, supplies, equipment and food service workers, as permitted by applicable contracts, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner may make its custodial resources, as permitted by applicable contracts, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, may coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. Selection and approval of contractors to perform the repairs shall be responsibility of the City, which must approve work as completed and ready for payment by the Red Cross. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water and Sewer	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

CITY OF HENDERSON
Owner (legal name)

THE AMERICAN RED CROSS
(legal name)

By: _____
Frank Frazier, City Manager

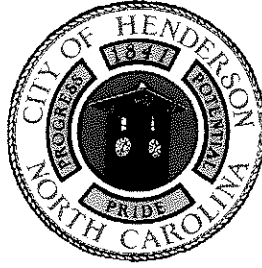
By: _____
Sarah Rhyne, Disaster Program
Manager

Date: _____

Date: _____

City Council Action Form

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



Council Meeting: 10 Oct 16 Reg. Meeting

20 September 2016

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

FR: Frank Frazier, City Manager

RE: **CAF: 16-93**

Consideration of Approval of Resolution 16-62, Declaring Intent to Close a Portion of Lamb Street from Main Street to David Street

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 16-62, Declaring Intent to Close a Portion of Lamb Street from Main Street to David Street.

- **Executive Summary**

The City received a request to permanently close a portion of Lamb Street from Main Street to David Street due to safety concerns with the existing street. This portion of Lamb Street is not heavily traveled and does not meet today's standards relative to street width or right of way, as the existing pavement width is only 11.5ft. - 12ft. wide.

Permanent closure would not interfere with any future street plans as Main Street would serve as the main corridor for this area and would be the street to be widened should the High Speed Rail Corridor project take place.

Letters explaining the possible closure were sent out to the two property owners that abut this section and no objections have been received at this time.

It is recommended that Resolution 16-62 declaring its intent to close this portion of Lamb Street be approved and a date for a public hearing to hear comments on the proposed closing be held on 14 November 2016.

Attachments:

1. Resolution 16-62
2. NC General Statute 160A-299
3. Map of Area

CAF 16-93: 10 October 2016 Council Meeting: 8 August 2016 Work Session

RESOLUTION 16-62

**DECLARING INTENT TO CLOSE A PORTION OF LAMB STREET FROM
MAIN STREET TO DAVID STREET**

WHEREAS, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2016 Strategic Planning Retreat; *and*

WHEREAS, this Resolution addresses KSO 3: Economic Development- Objective #3- Redevelop Downtown- to form strategies that result in the redevelopment of downtown Henderson; *and*

WHEREAS, the City of Henderson (City) received a request to permanently close a portion of Lamb Street from Main Street to David Street; *and*

WHEREAS, the City proposes to permanently close this street in accordance with and following the procedures required by North Carolina General Statute §160A-299.

NOW, THEREFORE, BE IT RESOLVED that the City of Henderson hereby declares its intention to permanently close a portion of Lamb Street from Main Street to David Street following publication and posting of this resolution and giving notice, by certified mail, return receipt requested, to the owners of land abutting the street, and after conducting a public hearing on the closures, this hearing to be held at 6:00 p.m. on the 14th of November 2016, at the regular meeting of the City Council at the City Council Chambers in City Hall on Rose Avenue in Henderson, North Carolina, at which anyone desiring to be heard may be present.

The foregoing Resolution 16-62 was heard on this the ___th day of _____ and upon a motion by Council Member *** and seconded by Council Member *** was _____ by the following vote: YES: . NO: ABSTAIN: . ABSENT: .

Eddie Ellington, Mayor

ATTEST:

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

D. Rix Edwards, City Attorney
(Reference: Minute Book 44, p)

§ 160A-299. Procedure for permanently closing streets and alleys.

(a) When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

(b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.

No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.

(c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.

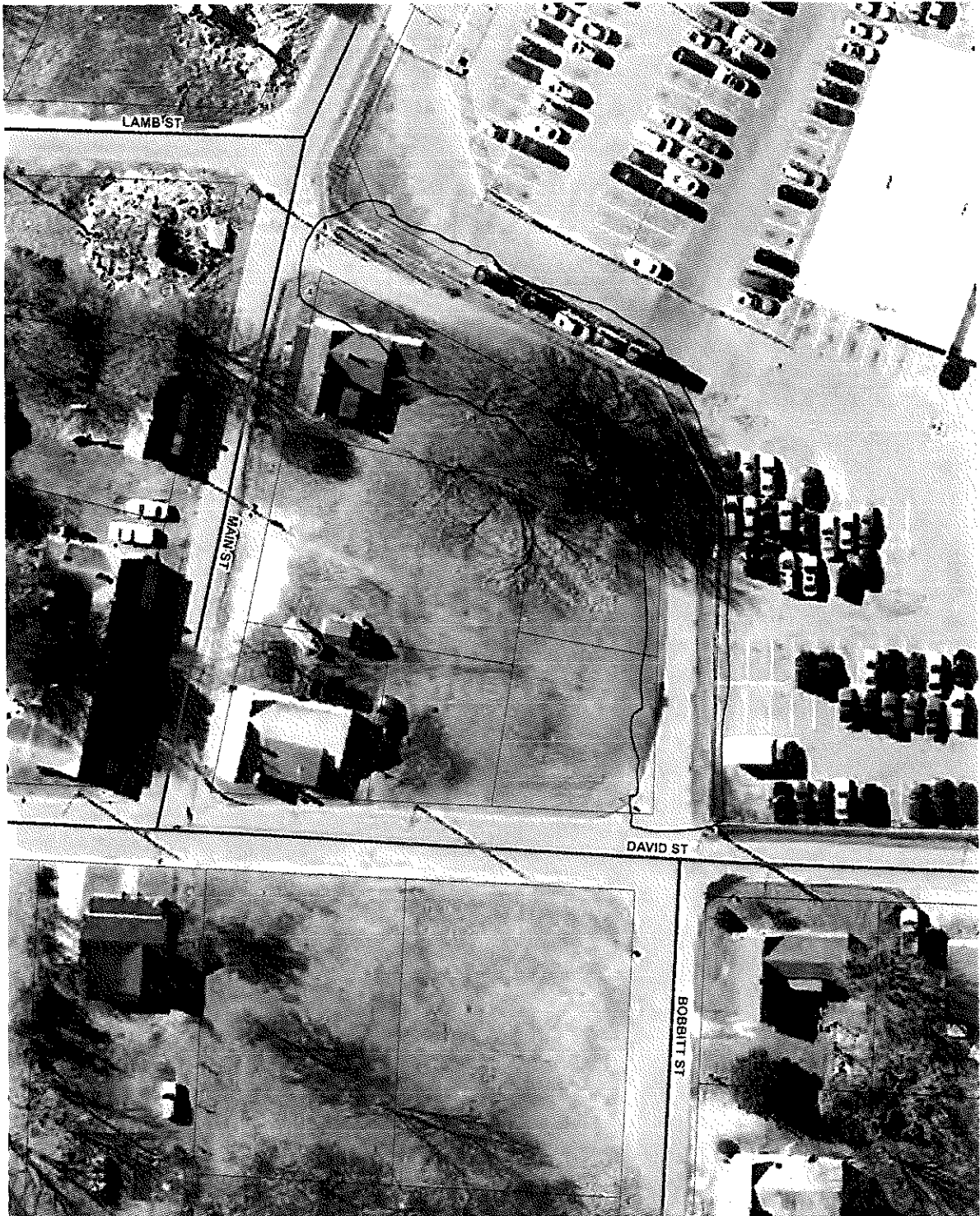
The provisions of this subsection regarding division of right-of-way in street or alley closings may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.

(d) This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 136-96.

(e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.

(f) A city may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to this section. Such reservation shall be stated in the order of closing. Such reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.

(g) The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 136-96. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 136-96 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34; 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1.)





Office of the City Manager

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

Phone 252.430.5701 : Fax 252.492.7935 : E-mail ffrazier@ci.henderson.nc.us

www.ci.henderson.nc.us

11 August 2015

Chase Investment Property LLC
4542 Breezing Lane
Oxford, NC 27565

Regarding: 305 Bobbitt Street -Parcel ID 0061-04-001

To Whom It May Concern:

The City of Henderson is considering the possibility of closing a portion of Lamb Street from Main Street to David Street, as shown on the attached map, due to safety and other concerns of area property owners. If this road closure is approved, the Right-of-Way would revert to the adjacent property owners on each side of the road. This is only being reviewed at this time so any comments, positive or negative, are welcome.

In the event that City Council decides to move forward with this closing, an "Intent to Close" would need to be approved by Council and then a Public Hearing date established, which is required to be properly posted in the area as well as the local newspaper.

If you would like to comment on this by phone, please call me at 252-430-5701 or by email at ffrazier@ci.henderson.nc.us. Information relative to the ownership of this property was taken from the Vance County website, so if you are not the current owner of the property as noted above, I would appreciate if you would advise me of this and any other information you may have on the current owner.

Thank you.

Sincerely,

Frank Frazier
City Manager
City of Henderson, North Carolina

Page 1 of 1



Office of the City Manager

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

Phone 252.430.5701 : Fax 252.492.7935 : E-mail ffrazier@ci.henderson.nc.us

www.ci.henderson.nc.us

11 August 2015

Carolina Realty Partners, LLC
P O Box 1528
Henderson, NC 27536

Regarding: Main Street – Parcel ID # 0060 01 001/ Bobbitt Street -Parcel ID 0061 04 006 &
David Street - Parcel ID # 0061 04 005

To Whom It May Concern:

The City of Henderson is considering the possibility of closing a portion of Lamb Street from Main Street to David Street, as shown on the attached map, due to safety and other concerns of area property owners. If this road closure is approved, the Right-of-Way would revert to the adjacent property owners on each side of the road. This is only being reviewed at this time so any comments, positive or negative, are welcome.

In the event that City Council decides to move forward with this closing, an "Intent to Close" would need to be approved by Council and then a Public Hearing date established, which is required to be properly posted in the area as well as the local newspaper.

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Thank you.

Sincerely,

Frank Frazier
City Manager
City of Henderson, North Carolina

Page 1 of 1

City Council Action Form

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



Council Meeting: 10 Oct 2016 Reg. Meeting

September 14, 2016

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

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

RE: CAF: 16 – 34

Consideration of 1) Approval of Ordinance 16-07, Amending Section 2-4 of the City Code Relative to Designating Regular Council Meeting Time and Place, and 2) Approval of Resolution 16-38, Adopting the 2017 City Council Meeting Schedule.

Ladies and Gentlemen:

Recommendation:

- **Approval of Ordinance 16-07, Amending Section 2-4 of the City Code Relative to Designating Regular Council Meeting Time and Place: *and***
- **Approval of Resolution 16-38, Adopting the 2017 City Council Meeting Schedule.**

Executive Summary:

Currently the City Code states *Council will meet twice each month at such time and place as shall be designated by the City Council.* On October 26, 2015, Council agreed to meet once a month for a trial period beginning January 1, 2016. Since January, Council has conducted business efficiently with one meeting a month and no conflicts or objections have been voiced, so it is now appropriate to revise the City Code to indicate Council will meet once a month until further notice.

As part of the annual meeting planning efforts, a schedule for all 2017 regular council meetings has been prepared for Council's consideration. The regular meetings will be held on the 2nd Monday of each month for the 2017 calendar year. The budget work session for FY 17-18 will be scheduled at a later date and special called meetings will be noticed as needed throughout 2017.

The Strategic Planning Retreat is recommended to follow the same format as 2016 with part one being held on the evening of February 1, 2017, followed by an all-day retreat on February 2, 2017. The locations will be determined and announced prior to these meetings.

Attachments:

1. Ordinance 16-07
2. Resolution 16-38

ORDINANCE 16-07

AMENDING SECTION 2-4 OF THE CITY CODE RELATIVE TO ESTABLISHING THAT CITY COUNCIL MEETINGS SHALL BE HELD AT A PLACE DESIGNATED BY THE COUNCIL

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

Section 1. That Section 2-4 of the City Code be rewritten to read as follows:

Sec. 2-4 Regular Meetings – Generally.

The City Council shall meet at least once each month at such time and place as shall be designated by the City Council.

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

The foregoing Ordinance 16-07, 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** on this the 10th day of October 2016: YES:. NO: None. ABSTAIN: None. ABSENT: None.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

(Reference: Minute Book 44, p , CAF 16-***)

RESOLUTION 16-38

APPROVING 2017 CITY COUNCIL MEETING SCHEDULE

WHEREAS, regular council meetings for 2017 have been scheduled as required by Section 12 of Part 1, The Charter, of the Code of Ordinances of the City of Henderson, North Carolina (Supplement 21 (June 21, 2014)) for its Council meetings; *and*

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

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

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

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

WHEREAS, the Strategic Planning Retreat is recommended to follow the same format as last year with part one to be held on the evening of February 1, 2017, and part two to be held on February 2, 2017; *and*

NOW, THEREFORE BE IT RESOLVED, by the Henderson City Council that the Official 2017 Henderson City Council Meeting Schedule, as set forth in **Attachment A** to this Resolution, be approved by Council and filed with the City Clerk.

The foregoing Resolution 16-38, 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 10th day of October 2016:
YES: . NO: . ABSTAIN: . ABSENT: .

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

Reference: Minute Book 44, p ***; CAF 16-34

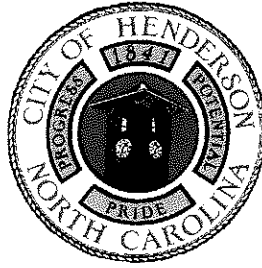
*City Council Meetings are held in the Council Chambers at the
City Municipal Building, 134 Rose Avenue, Henderson NC*

City Council Meeting	2017 Schedule		Special Notes
Regular Meeting	Jan. 9, 2017	6:00 PM	
Strategic Planning Retreat	Feb 1, 2017	6:00 PM	Location to be Announced at future meeting
Strategic Planning Retreat	Feb 2 2017	8:00 AM	Location to be Announced at future meeting
Regular Meeting	Feb. 13, 2017	6:00 PM	
Regular Meeting	Mar. 13, 2017	6:00 PM	
Regular Meeting	Apr. 10, 2017	6:00 PM	
Regular Meeting	May 08, 2017	6:00 PM	
Regular Meeting	Jun. 12, 2017	6:00 PM	
Regular Meeting	Jul. 10, 2017	6:00 PM	
Regular Meeting	Aug. 14, 2017	6:00 PM	
Regular Meeting	Sep. 11, 2017	6:00 PM	
Regular Meeting	Oct. 09, 2017	6:00 PM	
Regular Meeting	Nov. 13, 2017	6:00 PM	
Regular Meeting	Dec. 11, 2017	6:00 PM	

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

City Council Action Form

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



Council Meeting: 10 October 2016

26 September 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council
FR: Frank Frazier., City Manager *J.F.*
RE: **CAF: 16-104, Consideration of Approval of Resolution 16-69, Authorizing the Application for a State Farm Community Grant by the Henderson Fire Department in the Amount of \$7,500**

Ladies and Gentlemen:

Council Goals Addressed By This Item:

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

Recommendation:

- Approval of Resolution 16-69 Authorizing the Application of a State Farm Community Grant by the Henderson Fire Department in the Amount of \$ 7,500

Executive Summary

State Farm believes in operating globally and giving back locally to build safer, stronger and better educated communities where they work and live and are proud to support the needs of their communities by providing grants to local organizations through the Community Grant Program. Awarded grants range from \$5,000 and above.

The Henderson Fire Department respectfully requests your approval to apply for a State Farm Community Grant in the amount of \$7,500 with no City match. This grant will enable the Henderson Fire Department to purchase Fire Prevention Educational Material along with providing each teacher in Grades K-5 with an Emergency Preparedness kit.

The 2017 grant cycle began September 1, 2016 and the application deadline is October 31, 2016.

Notification of Grant award would be given by December 2017.

Attachments:

1. Resolution 16-69

**RESOLUTION
16-69**

**AUTHORIZING THE APPLICATION OF A STATE FARM COMMUNITY GRANT
BY THE HENDERSON FIRE DEPARTMENT IN THE AMOUNT OF \$ 7,500**

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2016, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

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

WHEREAS, State Farm is proud to support the needs of their community by providing grants to local organizations through the community Grant Program in the amount ranging from 5,000 and above; *and*

WHEREAS, the Henderson Fire Department is requesting \$7,500 in a State Farm Community Grant to provide for the purchase of Fire Prevention Material, and School Emergency Preparedness Kits; *and*

WHEREAS, there is no required match by the City of Henderson.

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

The foregoing Resolution 16-69, introduced by Council Member _____ and seconded by Council Member _____ on this the 10th day of October 2016, and having been submitted to a roll call vote, was ***** by the following votes: YES: . NO: ABSENT: ABSTAIN.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

9/26/2016

www.cybergrants.com/pls/cybergrants/ao_con.listcheck

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Organization Information

* indicates required field

* **Legal Name** City of Henderson Fire Dep.

* **Street Address** 211 Dabney Dr.

Address 2

* **City** Henderson

* **State** North Carolina ▼

* **Postal Code** Please provide the full 9-digit zip code.
27536

Tax ID Please enter 9-digit number.
56-6001241

* **Phone Number** Please enter main phone number.
252-438-7315

Fax Number Please enter main fax number.
252-738-0460

* **E-mail Address** Please enter main e-mail address.
cadams@ci.henderson.nc.us

Website Address Please enter the organization's website address.
http://ci.henderson.nc.us/de/

* **Mission Statement** What is the mission of your organization?
The Henderson Fire Department exist to protect and preserve the lives and property of residents and visitors of the City of Henderson from damage or loss due to fire, medical emergencies, environmental hazards and traumatic accidents.
(1766 character(s) remaining)

Website Address of Mission Statement URL address of organization's mission statement
http://ci.henderson.nc.us/departments/public-safety/fire-rescue/

(1936 character(s) remaining)

Social Media Website Address(es) Please enter any social media URL links.
https://www.facebook.com/C

Save and Proceed

Print Statement

Summary

We developed operation read a book program back in 2015 in hopes of reaching young school kids more often. The idea is to make contact with young kids at regular intervals with the expected outcome of creating a generation of kids with an awareness of fire safety. Research has shown that kindergarten age children will develop good fire safety practices throughout their lives when influenced at such an early age. We contacted the schools in our fire district in regard to this project and to solicit their support for this initiative. All of the school leaders were very impressed with the idea, and so the read a book program was started. With the help of the kindergarten teachers we were introduced into their classrooms, so that we could get involved with the children. The teachers always give us one hour to spend with the kids. They ask that we first read a book to them before starting our fire prevention program. Our city statistics show that our city struggles with high school drop outs and below average testing scores. It is our hope that showing the importance of reading would help make a difference in our community. After reading we talk to the children about fire safety and other safety tips. We hope by reaching these children that we are building a foundation of safety along with educational growth. Another concern here is the wellbeing of children while at school. The Henderson Fire Department is in the planning stages of building emergency response kits to distribute to all of our elementary school classes.

Intended Outcomes

Our intended outcome is to see a reduction in emergencies and empowering our community. If we start reaching our kids earlier and more often, we will build a solid foundation for the kids in our community when it comes to fire safety. We expect that these kids will also wield some influence on their peers and family members, not to mention on their own children as they become parents themselves. If we can use the children as a medium, we can reach out to more reluctant parents, siblings and friends in the community. The other outcome would be to stress the importance of education. Making a difference in a child's life early has proven to make a huge impact on them. Helping teachers improve high school graduation rates and raising testing scores would help our community grow. The idea of having the emergency response kit is for the teacher to always have a bag with them in case of emergency. This bag would include (medical supplies, games, color cards for active shooter, flashlights and a few other odd and end things that may be needed.)

Purpose and Objectives

To promote positive attitudes in regard to fire safety, education and responsible behavior in our community. This will be accomplished by the Henderson Fire Department partnering with the schools and other benefactors, dedicating itself to being a positive and permanent influence in the community it serves.

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Proposal Objectives

* indicates required field

* **Program Title** Operation Read A Book

* **Program Start Date** 09/01/2015

* **Program End Date** 12/31/2017

* **Summary** Please provide a summary of the program.
 We developed operation read a book program back in 2015 in hopes of reaching young school kids more often. The idea is to make contact with young kids at regular intervals with the expected outcome of creating a generation of kids with an awareness of fire safety. Research has shown that
 (454 character(s) remaining)

* **Intended Outcomes** What are the intended outcomes and benefits for this program?
 Our intended outcome is to see a reduction in emergencies and empowering our community. If we start reaching our kids earlier and more often, we will build a solid foundation for the kids in our community when it comes to fire safety. We expect that these kids will also wield some influence on their peers
 (942 character(s) remaining)

* **Purpose and Objectives** What are the program's purpose and objectives?
 To promote positive attitudes in regard to fire safety, education and responsible behavior in our community. This will be accomplished by the Henderson Fire Department, partnering with the schools and other benefactors, dedicating itself to being a positive and permanent influence in the community it serves.
 (1690 character(s) remaining)

* **Program Established** When was the program established? Please enter the 4-character year
 2015

* **Demonstrated Success** If an established program, list your demonstrated successes and measurements used. If not, please enter 'Not Applicable'.
 Our program is still in the early stages and improves each time we enter the schools. The success of the program has not only shown in the schools but within our organization as well. The employees of the fire department have bought in to this program and work to improve it each time they go into the
 (739 character(s) remaining)

* **Program Activities** Describe the activities that would take place
 Our program has become very dynamic in the activities that we perform. One of the first activities is that of reading to the children in the kindergarten classes that we attend. This was the original way of having a point of contact with the kids. Over time the teacher has asked us to do other things with the
 (910 character(s) remaining)

* **State Farm Connection** How will you connect your program to State Farm?
 If selected by State Farm we would love to have a local representative to award the check with a photo session to take place for a newspaper article. This would show our community how businesses are giving back to their communities. We would also have representatives from the
 (1524 character(s) remaining)

* **Elected Officials and/or Community Leaders** Are any elected officials and/or community leaders currently involved with this program? If so, what are their specific roles / duties?
 N/A
 (1997 character(s) remaining)

Demonstrated Success

Our program is still in the early stages and improves each time we enter the schools. The success of the program has not only shown in the schools but within our organization as well. The employees of the fire department have bought in to this program and work to improve it each time they go into the schools. Each time they visit a school they come back with ideas that help make the program grow and even become more successful. Not only is the program creating success in the classroom but also in our own organization. We are also seeing success in our classrooms which is reported to us by the teachers. They have reported to us that they can see the impact that we make coming to their classrooms once a month. They stated that the children are always eager for our return and that they challenge themselves with their reading skills to impress the firefighters. Also as we return to each school each month the kids' growth of fire knowledge can be seen through their answers to questions being asked. Another example of the program's effectiveness was a parent telling our firefighters that her kindergarten child had spoken to her about the importance of smoke detectors inside the house. I believe this helps to gauge the impact of our new program.

Program Activities

Our program has become very dynamic in the activities that we perform. One of the first activities is that of reading to the children in the kindergarten classes that we attend. This was the original way of having a point of contact with the kids. Over time the teacher has asked us to do other things with the kids, such as playing some type of learning game with them. Helping the teachers with child education is one of our goals for this program. Another one of our goals is to speak with children about fire and life safety tips. We always pick a topic for the month to speak about. This way we will have consistency on what we are teaching each month. Another advantage of going to the schools is that it has opened up many opportunities for us to be invited back to school events. The city in which we serve is a very low income area where many parents struggle to buy their children school supplies. So we have decided to start buying school supplies with fire prevention material on them. This will allow us to furthermore promote fire education while supporting our community.

State Farm Connection

If selected by State Farm we would love to have a local representative to award the check with a photo session to take place for a newspaper article. This would show our community how businesses are giving back to their communities. We would also have representatives from the school so we could show the public our ideas and share with them what has been happening for possible growth. The article in the paper would promote growth of the program's main goal, saving lives.

9/26/2016

www.cybergrants.com/pls/cybergrants/ao_org.formcheck

* **Communicate Results** How will you communicate your results and the solutions you have identified?

The Henderson Fire Department is part of an informal networking group that discusses what they find that works in our communities. We track how many children we are impacting and what resources are passed out. We want to come up with a census of how many households we are impacting. ...
(1476 character(s) remaining)

* **Semi-annual and Final Results** Do you agree to provide State Farm semi-annual and final results of this program?

Yes

Save and Proceed

Need Support?

Communicate Results

The Henderson Fire Department is part of an informal networking group that discusses what they find that works in our communities. We track how many children we are impacting and what resources are passed out. We want to come up with a census of how many households we are coming in contact with through speaking with these kids. We hope to publish our findings so that other departments will consider employing similar programs. State Farm will receive reports from our department in regard to our impact on the community,

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Geographical Data

* indicates required field

* **Geographical Area Served** What one geographic area will benefit most from this program?
 North Carolina ▼

* **Specific Area** Identify the neighborhood, city, county or region that benefits from this program.

Add to List

Henderson

Remove from List

* **Schools or School Districts Impacted** Please list any schools or school districts impacted by this grant. If none, please enter 'Not Applicable'.

Add to List

E.M. Rollins Elementary School
 Henderson collegiate School
 Vance Charter School

Remove from List

Save and Proceed

Need Support?

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Demographics

* indicates required field

*** Participants Impacted** How many participants would be directly impacted or benefit as a result of the State Farm funding for this program? (Please enter numbers only.)
 1000

*** Ethnicity Served** Please provide the percentage for each ethnicity served by the program. All percentages must add up to 100%.
 No Response
 1 American Indian / Alaska Native
 1 Asian
 64 Black / African American
 3 Hispanic / Latino
 Native Hawaiian / Other Pacific Islander
 30 White
 1 Not Specific

*** Age Group Served** Please provide the percentage for each age group served by the program. All percentages must add up to 100%.
 No Response
 50 0-4 yrs Infants / Toddlers
 50 5-12 yrs Children
 13-20 yrs Teens / Young Adults
 21-29 yrs
 30-64 yrs
 65+ yrs Seniors
 All Ages

*** Gender Served** Please provide the percentage for each gender served by the program. All percentages must add up to 100%.
 No Response
 100 All
 Females only
 Males only

*** Population Served** Please provide the percentage for each population demographic served by the program. All percentages must add up to 100%.
 No Response
 Low - to Moderate-Income (LMI)
 All Other Populations
 100 All Populations

*** LMI Determination (7)** Provide how you determined LMI (e.g. free and reduced school lunch qualification, HUD poverty guidelines, TANF or SNAP program participants or similar income-restricted programs, etc.). Otherwise please enter "Not applicable".
 Not Applicable

(1986 character(s) remaining)

Save and Proceed

[View Details](#)

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Communication Strategy

* indicates required field

- * Communication Plan** Describe in detail your plan to publicly communicate the program. If none, please enter 'Not Applicable'.

In Henderson we have a local based newspaper and radio station that is very popular within our city. We would utilize both of these organizations with promoting our program. Both of these organizations has helped us numerous times in free ads and articles when we have needed. Our fire

(1514 character(s) remaining)
- * Program Communication** Please provide all social media handles with which you will be promoting your project or the State Farm Youth Advisory Board.

https://www.facebook.com/City-of-Henderson-Fire-Department-1392372354350891/
 http://ci.henderson.nc.us/departments/public-safety/fire-rescue/
 http://www.hendersondispatch.com/
 http://wvz.com/

(1805 character(s) remaining)
- * Use of Media** What type(s) of media will be used, if any?

 - Community Media (non-profits, business partners, community leaders, elected officials)
 - Public Relations Media (broadcast, print)
 - Social Media

If none, please enter 'Not Applicable'.

(2000 character maximum)

- * State Farm Recognition** How will State Farm be recognized if a grant is provided? Please list all examples, including mention in media releases, branding / logo opportunities, signage, etc. While receipt of recognition will not be considered for the purposes of grant selection, it is important to note that unauthorized use of the State Farm trademark is prohibited. Any use of our trademark must comply with our branding and trademark guidelines and be expressly authorized in writing in advance of the use.

if we could have a state farm representative to come to the station and present the check we could have the newspaper come out take photos and write a article up in the paper. This would show how state farm is giving back to their communities. Also we are looking to purchase some

(1544 character(s) remaining)

Save and Proceed

Need Assistance?

Communication Plan

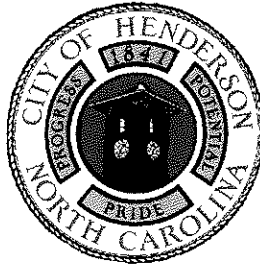
In Henderson we have a local based newspaper and radio station that is very popular within our city. We would utilize both of these organizations with promoting our program. Both of these organizations has helped us numerous times in free ads and articles when we have needed. Our fire department has great relationship with our multi media groups here. If we are awarded the grant we would like to have the local news paper right up a article about what we are trying to accomplish.

State Farm Recognition

If we could have a state farm representative to come to the station and present the check we could have the newspaper come out take photos and write a article up in the paper. This would show how state farm is giving back to their communities. Also we are looking to purchase some drawstring back packs for the emergency kits we have talked about. We could look into having the state farm logo placed on these bags to give credit for funding this project.

City Council Action Form

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



Council Meeting: 10 Oct 2016 Regular Meeting

5 October 2016

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

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

RE: CAF: 16-108

Consideration of Approval of Resolution 16-72, Requesting the County of Vance to Continue Enforcement as it Relates to Delinquent Taxes

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- **KSO 3-3: *Redevelop Downtown:*** To form strategies that result in redevelopment of downtown Henderson
- **CV 9: *Good Working Relationship with Vance County*** We value a good working relationship with the County of Vance and believe by working together in a cooperative effort we can better address the strategic challenges and opportunities facing our community.

Recommendation:

- Approval of Resolution 16-72, Requesting the County of Vance to Continue Enforcement as it Relates to Delinquent Taxes.

Executive Summary:

The Land Planning Committee met on October 5, 2016 and there was discussion about various properties in which there are delinquent taxes and are in a deteriorated state which warrants immediate attention. Resolution 13-50, approved by Council in 2013 requested implementation of new policies and procedures by Vance County that would help increase the rate of collection and this has improved over the years and the County is to be commended for that.

As the City continues to address properties that are in a deteriorated state, foreclosure and other remedies must be pursued to aid in the improvements to our downtown area as well as other areas. Several properties discussed include the former Abagayle's bookstore and the former Henderson Laundry Building and other adjacent properties.

If approved by Council, the resolution as well as a letter from the Mayor on behalf of the City will be sent to the Vance County Commissioner relative to the foreclosure and possible demolition of structures in the downtown and adjacent areas.

Attachments:

1. Resolution 16-72

RESOLUTION 16-72
REQUESTING THE COUNTY OF VANCE TO CONTINUE ENFORCEMENT AS IT
RELATES TO DELINQUENT TAXES

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in 2016 and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

WHEREAS, this Resolution addresses **KSO 3-3: *Redevelop Downtown: To form strategies that result in redevelopment of downtown Henderson, and CV 9: Good Working Relationship with Vance County We value a good working relationship with the County of Vance and believe by working together in a cooperative effort we can better address the strategic challenges and opportunities facing our community.***

WHEREAS, through an Inter-local Agreement, the County of Vance provides tax billing and collection services to the City of Henderson; *and*

WHEREAS, the Vance County tax office writes off delinquent property taxes after ten (10) years; *and*

WHEREAS, it is important that all property owners pay their taxes, and the writing-off of taxes places a greater burden on those that do pay their taxes; *and*

WHEREAS there are various commercial properties that are in need of demolition and/or repair and are delinquent in the payment of taxes owed.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY request the Vance County Board of Commissioners to continue to enforce the delinquent tax collection policies through foreclosure or other means and authorizes the Mayor to send a letter on behalf of the City to the Chairman of the Vance County Commissioners relative to foreclosure and possible demolition of various properties in the downtown and adjacent area.

BE IT FURTHER RESOLVED that the City Council instructs the City Manager to work with the County Manager to determine a timeline for implementation.

The foregoing Resolution 16-72, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote received the following votes and was ***** on this the *** day of **** 2016: YES: . NO: . ABSTAIN: . ABSENT: .

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book 45, pp. **, CAF 16-108*

City Council Action Form

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



Council Meeting: 10 Oct 16 Reg. Meeting

26 September 2016

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

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

RE: CAF: 16-102

Consideration of Approval of Resolution 16-70, Authorizing a Lease Purchase Financing Agreement for a Fire Department Truck with Benchmark Community Bank

Ladies and Gentlemen:

Recommendation:

- Approval of Resolution 16-70, Authorizing a Lease Purchase Financing Agreement for a Fire Department Truck with Benchmark Community Bank

Executive Summary:

As part of the FY 16-17 Budget approval, Council approved funds for a lease purchase for the acquisition of a vehicle for the Henderson Fire Department. Finance Director Joey Fuqua requested quotes from four banking institutions. SunTrust Bank responded by stating no bid would be submitted due to minimum requirement not met and Citizens Community Bank and Branch Banking & Trust did not submit quotes. Benchmark Community Bank was the only institution to provide a quote. They have offered a lease purchase agreement for \$34,753.95 with a 2.150% interest rate for five years. The annual principal and interest payment would be \$7,367.63 with the first payment due on July 1, 2017; however, one payment was budgeted for the current fiscal year..

The total interest that would be paid over the term of the proposed lease with Benchmark Community Bank would be \$2,084.20. The total paid over the life of the loan would be \$36,838.15.

The amount funded during the budget process for this vehicle was \$34,000. The additional \$753.95 will be transferred from the fire department budget line item M&R- Automotive, as the overage includes emergency lights, etc.

Attachment:

1. Resolution 16-70

RESOLUTION 16-70

AUTHORIZING FINANCING WITH BENCHMARK COMMUNITY BANK IN THE AMOUNT OF \$34,753.95 FOR A 2017 FORD F250 XL 4X4 SD, FOR THE FIRE DEPT

WHEREAS, the City of Henderson, North Carolina (City) has previously approved in its budget for the Fire department to purchase one vehicle which they have identified as necessary to carry on the operations of their department and the Finance Officer has now presented a proposal for the financing of such equipment.

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

1. The City hereby determines to finance the purchase through Benchmark Community Bank, in accordance with the proposal dated August 31, 2016. The amount financed shall not exceed \$34,753.95, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.150%, and the financing term shall not exceed five (5) years from closing. *(Attachment A)*.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for these purchases that are to be financed from the proceeds of the Benchmark financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's General Fund, or any other City fund related to these purchases, may be reimbursed from the financing proceeds.

5. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

The foregoing Resolution 16-70, upon motion of Council Member ** and second by Council Member **, and having been submitted to a roll call vote and received the following votes and was **** on this the ____ day of _____ 2016: YES: . NO: None. ABSTAIN: . ABSENT: .

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

*Reference: Minute Book 44 p. ***; CAF 16-102*

Reviewed by: _____ Date: _____
Joseph Fuqua, Finance Director

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

BUSINESS LOAN AGREEMENT
Officer: Kim Jordan



AGREEMENT DATE	LOAN NUMBER	AGREEMENT/ACCOUNT NUMBER	TRANSACTION KEY	OFFICER
September 28, 2016	15003431014	15003431014	16025	Kim Jordan

BORROWER INFORMATION

CITY OF HENDERSON
PO BOX 1434
HENDERSON, NC 27536

Type of Entity: Governmental Entity
State of Organization/Formation: North Carolina

AGREEMENT. This Business Loan Agreement will be referred to in this document as the "Agreement." This Agreement is made by Benchmark Community Bank (Lender) and CITY OF HENDERSON (Borrower). The consideration is the promises, representations, and warranties made in this Agreement and the Related Documents.

DEFINITIONS. These definitions are used in this Agreement.

"**Collateral**" means the Property that any Party to this Agreement or the Related Documents may pledge, mortgage, or give Lender a security interest in, regardless of where the Property is located and regardless of when it was or will be acquired, together with all replacements, substitutions, proceeds, and products of the Property.

"**Events of Default**" means any of the events described in the "Events of Default" section of this Agreement.

"**Financial Statements**" mean the balance sheets, earnings statements, and other financial information that any Party has, is, or will be giving to Lender.

"**Indebtedness**" means the Loan and all other loans and indebtedness of Borrower to Lender, including but not limited to Lender's payments of insurance or taxes, all amounts Lender pays to protect its interest in the Collateral, overdrafts in deposit accounts with Lender, and all other indebtedness, obligations, and liabilities of Borrower to Lender, whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising.

"**Loan**" means any loan or loans described in the "Identification of Loan" section of this Agreement.

"**Parties**" means all Borrowers, Guarantors, and Hypothecators signing this Agreement.

"**Party**" means any Borrower, Guarantor, or Hypothecator signing this Agreement.

"**Property**" means the Parties' assets, regardless of what kind of assets they are.

"**Related Documents**" means all documents, promissory notes, security agreements, leases, mortgages, construction loan agreements, assignments of leases and rents, guaranties, pledges, and all other documents or agreements executed in connection with this Agreement as such documents may be modified, amended, substituted, or renewed from time to time. The term includes both documents existing at the time of execution of this Agreement and documents executed after the date of this Agreement.

IDENTIFICATION OF LOAN. The following loan and all other indebtedness, obligations, and liabilities of Borrower to Lender, due or to become due, now existing or hereafter arising, as well as any and all amendments, modifications, extensions, and renewals thereof are subject to this Agreement:

- Loan Number 15003431014 with a principal amount of \$34,753.95

BORROWER'S REPRESENTATIONS AND WARRANTIES. The statements made in this section will continue and remain in effect until all of the Indebtedness is fully paid to Lender. Each Borrower represents and warrants to Lender the following:

Borrower's Existence and Authority. Each Borrower is duly formed and in good standing under all laws governing the Borrower and the Borrower's business, and each Borrower executing this Agreement has the power and authority to execute this Agreement and the Related Documents and to bind that Borrower to the obligation created in this Agreement and the Related Documents.

Financial Information and Filing. All Financial Statements provided to Lender have been prepared and will continue to be prepared in accordance with generally accepted accounting principles, consistently applied, and fully and fairly present the financial condition of each Borrower, and there has been no material adverse change in Borrower's business, Property, or condition, either financial or otherwise, since the date of Borrower's latest Financial Statements. Each Borrower has filed all federal, state, and local tax returns and other reports and filings required by law to be filed before the date of this Agreement and has paid all taxes, assessments, and other charges that are due and payable prior to the date of this Agreement. Each Borrower has made reasonable provision for these types of payments that are accrued but not yet payable. The Borrower does not know of any deficiency or additional assessment not disclosed in the Borrower's books and records.



All financial statements or records submitted to Lender via electronic means, including, but not limited to, facsimile, open internet communications or other telephonic or electronic methods, including, but not limited to, documents in Tagged Image Format Files ("TIFF") and Portable Document Format ("PDF") shall be treated as originals, and will be fully binding with full legal force and effect. Parties waive any right they may have to object to such treatment. Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the Party submitting such records.

Title and Encumbrances. Borrower has good title to all of the Borrower's assets. All encumbrances on any part of the Property were disclosed to Lender in writing prior to the date of this Agreement.

Compliance with General Law. Each Borrower is in compliance with and will conduct its business and use its assets in compliance with all laws, regulations, ordinances, directives, and orders of any level of governmental authority that has jurisdiction over the Borrower, the Borrower's business, or the Borrower's assets.

Environmental Laws. Each Borrower is in compliance with all applicable laws and rules of federal, state, and local authorities affecting the environment, as all have been or are amended.

No Litigation/No Misrepresentations. There are no existing or pending suits or proceedings before any court, government agency, arbitration panel, administrative tribunal, or other body, or threatened against Borrower that may result in any material adverse change in the Borrower's business, property, or financial condition, and all representations and warranties in this Agreement and the Related Documents are true and correct and no material fact has been omitted.

COVENANTS. On the date of this Agreement and continuing until the Indebtedness is repaid and Borrower's obligations are fully performed, Borrower covenants as follows.

Notices of Claims and Litigation/Notice of Adverse Events. Borrower will promptly notify Lender in writing of all threatened and actual litigation, governmental proceeding, default, and every other occurrence that may have a material adverse effect on Borrower's business, financial condition, or the Property.

EVENTS OF DEFAULT. The occurrence of any of the following events will be an Event of Default.

Noncompliance with Lender Agreements. Default by Borrower under any provision of this Agreement, the Related Documents, or any other agreement with Lender.

False Statements. If a Party made or makes a false or misleading misrepresentation in this Agreement, in the Related Documents, in any supporting material submitted to Lender or to third parties providing reports to Lender, or in Financial Statements given or to be given to Lender.

Material Adverse Change. Any material adverse change in the Borrower's business, financial condition, or the Property has occurred or is imminent; if the full performance of the obligations of any Party is materially impaired; or if the Collateral and its value or Lender's rights with respect thereto are materially impaired in any way. The existence or reasonable likelihood of litigation, governmental proceeding, default, or other event that may materially and adversely affect a Party's business, financial condition, or the Property.

Insolvency or Liquidation. A Party voluntarily suspends transaction of its business or does not generally pay debts as they mature. If a Party has or will make a general assignment for the benefit of creditors or will file, or have filed against it, any petition under federal bankruptcy law or under any other state or federal law providing for the relief of debtors if the resulting proceeding is not discharged within thirty days after filing. If a receiver, trustee, or custodian is or will be appointed for a Party.

Default on Unrelated Debt. If Borrower materially defaults under a provision of an agreement with a third party or if the indebtedness under such an agreement is accelerated.

Judgments or Attachments. If there is entered against a Party a judgment that materially affects the Borrower's business, financial condition, or the Property, or if a tax lien, levy, writ of attachment, garnishment, execution, or similar item is or will be issued against the Collateral or which materially affects Borrower's business, financial condition, or the Property, and which remains unpaid, unstayed on appeal, undischarged, unbonded, or undismissed for thirty days after it was issued.

Collateral Impairment. Lender has a good-faith belief that Lender's rights in the Collateral are or will soon be impaired or that the Collateral itself is or soon will be impaired.

Termination of Existence or Change in Control. If Borrower or Borrower's business is sold or merged or if Borrower or Borrower's business suspends business or ceases to exist.

Insecurity. If Lender has a good-faith belief that any Party is unable or will soon be unable to perform that Party's duties under this Agreement or under the Related Documents.

Death. The death of an individual who is a Party, a partner in a partnership that is a Party, a member in a limited liability company that is a Party, an officer of a corporation that is a Party, or an individual of similar position in any other type of business organization that is a Party.

REMEDIES ON DEFAULT.

Remedies, No Waiver. The remedies provided for in this Agreement, the Related Documents, and by law are cumulative and not exclusive. Lender reserves the right to exercise some, all, or none of its rights and reserves the right to exercise any right at any time that Lender has the right, without regard to how much time has passed since the right arose. Lender may exercise its rights in its sole, absolute discretion.

Acceleration, Setoff. Upon an Event of Default, the Loan and the Indebtedness may, at Lender's sole option, be declared immediately due and payable. Lender may apply the Parties' bank accounts and any other property held by Lender against the Indebtedness.

ATTORNEYS' FEES AND OTHER COSTS. Borrower agrees to pay all of Lender's costs and expenses incurred in connection with the enforcement of this Agreement, including without limitation, reasonable attorneys' fees, to the extent permitted by law.

EXPENSES. The Parties agree to pay all of Lender's reasonable expenses incidental to perfecting Lender's security interests and liens, all insurance premiums, Uniform Commercial Code search fees, and all reasonable fees incurred by Lender for audits, inspection, and copying of the Parties' books and records. The Parties also agree to pay all reasonable costs and expenses of Lender in connection with the enforcement of Lender's rights and remedies under this Agreement, the Related Documents, and any other agreement between one or more Parties and Lender, and in connection with the preparation of all amendments, modifications, and waivers of consent with respect to this Agreement, including reasonable attorneys' fees.

GOVERNING LAW/PARTIAL ILLEGALITY. This Agreement and the Related Documents are and will be governed by, and the rights of the Parties will be determined by the laws of the state of North Carolina except to the extent that federal law controls. If any part, term, or provision of this Agreement is determined to be illegal or in conflict with state or federal law, the validity of the remaining portion or provisions of this Agreement will not be affected, unless the stricken portion or provision adversely affects Lender's risk of realizing Lender's anticipated return, in which case Lender may, in its sole discretion, deem the Loan matured.

NOTICES. All notices required under this Agreement must be in writing and will be considered given: (i) on the day of personal delivery, or (ii) one business day after deposit with a nationally recognized overnight courier service, or (iii) three business days after deposit with the United States Postal Service sent certified mail, return receipt requested. Any of these methods may be used to give notice. All notices must be sent to the party or parties entitled to notice at the addresses first set forth in this Agreement. Any Party may change its address for notice purposes on five days prior written notice to the other Parties.

INTEGRATION AND AMENDMENT. This Agreement and other written agreements among the Parties, including but not limited to the Related Documents, are the entire agreement of the Parties and will be interpreted as a group, one with the others. None of the Parties will be bound by anything not expressed in writing, and this Agreement cannot be modified except by a writing executed by those Parties burdened by the modification.

FURTHER ACTION. The Parties will, upon request of Lender, make, execute, acknowledge, and deliver to Lender the modified and additional instruments, documents, and agreements, and will take the further action that is reasonably required, to carry out the intent and purpose of this transaction.

CONTINUING EFFECT. Unless superseded by a later Business Loan Agreement, this Agreement will continue in full force and effect until all of the Parties' obligations to Lender are fully satisfied and the Loan and indebtedness are fully repaid.

HEADINGS. All headings in this Agreement are included for reference only and do not have any effect on the interpretation of this Agreement.

COUNTERPARTS. This Agreement may be executed by the Parties using any number of copies of the Agreement. All executed copies taken together will be treated as a single Agreement.

TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

TRANSFERS. Borrower may not assign or transfer its rights or obligations under this Agreement without Lender's prior written consent. Lender may transfer its interest in Lender's sole discretion. Borrower waives all rights of offset and counterclaim Borrower has against Lender. The purchaser of a participation in the loan may enforce its interest regardless of any claims or defenses Borrower has against Lender.

JURISDICTION. The Parties agree to waive any objection to jurisdiction or venue on the ground that the Parties are not residents of Lender's locality. The Parties authorize any action brought to enforce the Parties' obligations to be instituted and prosecuted in any state court having jurisdiction or in the United States District Court for the District that includes Lender's location as set forth at the beginning of this Agreement. The Parties authorize Lender to elect the court at Lender's sole discretion.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Agreement, Borrower acknowledges reading, understanding and agreeing to all its provisions and receipt of a copy hereof.

CITY OF HENDERSON

By: EDDIE ELLINGTON _____ Date
Its: Mayor

LENDER: Benchmark Community Bank

By: Kim Jordan _____ Date
Its: VP/Business Banker

COMMERCIAL PROMISSORY NOTE
Officer: Kim Jordan



**BENCHMARK
COMMUNITY BANK**

LOAN NUMBER	NOTE DATE	PRINCIPAL AMOUNT	MATURITY DATE	TRANSACTION KEY	OFFICER
15003431014	September 28, 2016	\$34,753.95	July 1, 2021	16025	Kim Jordan

LOAN PURPOSE: purchase of 2017 Ford F250 XL 4x4 SD

BORROWER INFORMATION

CITY OF HENDERSON
PO BOX 1434
HENDERSON, NC 27536

NOTE. This Commercial Promissory Note will be referred to in this document as the "Note."

LENDER. "Lender" means Benchmark Community Bank whose address is 1775 Graham Ave, Suite 204, Henderson, North Carolina 27536, its successors and assigns.

BORROWER. "Borrower" means each person or legal entity who signs this Note.

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on or before the Maturity Date, the Borrower promises to pay the principal amount of Thirty-four Thousand Seven Hundred Fifty-three and 95/100 Dollars (\$34,753.95) and all interest on the outstanding principal balance and any other charges, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

PAYMENT SCHEDULE. This Note will be paid according to the following schedule: 5 consecutive payments of principal and interest in the amount of \$7,367.63 beginning on July 1, 2017 and continuing on the same day of each year thereafter. The unpaid principal balance of this Note, together with all accrued interest and charges owing in connection therewith, shall be due and payable on the Maturity Date. All payments received by the Lender from the Borrower for application to this Note may be applied to the Borrower's obligations under this Note in such order as determined by the Lender.

INTEREST RATE AND SCHEDULED PAYMENT CHANGE. Interest will begin to accrue on the date of this Note. The interest rate on this Note will be fixed at 2.150% per annum.

Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law. Interest on this Note is calculated on an Actual/365 day basis. The unpaid balance of this loan after the Maturity Date, whether by acceleration or otherwise, shall be subject to a post-maturity rate of interest equal to the same basis as interest accrues before maturity.

LATE PAYMENT CHARGE. If any required payment is more than 15 days late, then at Lender's option, Lender will assess a late payment charge of 4.000% of the amount of the regularly scheduled payment then past due, subject to a maximum charge of \$500.00 and a minimum charge of \$0.01.

SECURITY TO NOTE. Security (the "Collateral") for this Note is granted pursuant to the following security document(s):

- Security Agreement dated September 28, 2016 evidencing security interest in 2017 Ford F250 VIN 1FT7W2B681HEB79218.

RIGHT OF SET-OFF. To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Lender to Borrower including any or all of Borrower's accounts with Lender. This shall include all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against anyone else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Lender will not be liable for the dishonor of any check when the dishonor occurs because Lender set-off a debt against Borrower's account. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments and any other documents or agreements executed in connection with this Note whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.



DEFAULT. Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents executed in connection with this Note; (c) any default by Borrower under the terms of any Related Documents in favor of Lender; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

GENERAL WAIVERS. To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Note is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

ASSIGNABILITY. Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder without the express written consent of the Lender.

ORAL AGREEMENTS DISCLAIMER. This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

GOVERNING LAW. This Note is governed by the laws of the state of North Carolina except to the extent that federal law controls.

HEADING AND GENDER. The headings preceding text in this Note are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

ATTORNEYS' FEES AND OTHER COSTS. Borrower agrees to pay all of Lender's costs and expenses in connection with the enforcement of this Note including, without limitation, reasonable attorneys' fees, to the extent permitted by law.

By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt hereof.

CITY OF HENDERSON

By: EDDIE ELLINGTON Date
Its: Mayor

LENDER: Benchmark Community Bank

By: Kim Jordan Date
Its: VP/Business Banker

COMMERCIAL LOAN SETTLEMENT STATEMENT
 Officer: Kim Jordan



LOAN NUMBER	AGREEMENT DATE	TRANSACTION KEY
15003431014	September 28, 2016	16025
COLLATERAL DESCRIPTION: 2017 Ford F250 VIN 1FT7W2B68HEB79218		

BORROWER INFORMATION

CITY OF HENDERSON
 PO BOX 1434
 HENDERSON, NC 27536

BORROWER. The term "Borrower" refers to the Borrowers identified above.

LENDER. "Lender" is Benchmark Community Bank whose address is 1775 Graham Ave, Suite 204, Henderson, North Carolina 27536

DISTRIBUTION OF LOAN PROCEEDS	
AMOUNT GIVEN DIRECTLY TO BORROWER	\$34,753.95
TOTAL LOAN AMOUNT	\$34,753.95
SUMMARY OF LOAN-RELATED CHARGES - PAID OUTSIDE OF CLOSING	
TOTAL CHARGES PAID OUTSIDE OF CLOSING	\$0.00

By signing this Settlement Statement, each Borrower acknowledges reading, understanding and receiving a copy of a completed copy of this statement.

CITY OF HENDERSON

By: EDDIE ELLINGTON
 Its: Mayor

COPY



COMMERCIAL SECURITY AGREEMENT
Officer: Kim Jordan



LOAN NUMBER	AGREEMENT DATE	TRANSACTION KEY	OFFICER
15003431014	September 28, 2016	16025	Kim Jordan

BORROWER INFORMATION

CITY OF HENDERSON
PO BOX 1434
HENDERSON, NC 27536

COLLATERAL OWNER INFORMATION

CITY OF HENDERSON
PO BOX 1434
HENDERSON, NC 27536

AGREEMENT. For purposes of this document, the term "Agreement" is used when reference is made to this Commercial Security Agreement.

LENDER. "Lender" means Benchmark Community Bank whose address is 1775 Graham Ave, Suite 204, Henderson, North Carolina 27536, its successors and assigns.

DEBTOR. For purposes of this Agreement, "Debtor" refers to any party to this Agreement, whose name and address is recited above, and who executes this Agreement.

SECURITY INTEREST GRANT. Debtor, in consideration of the Obligations to Lender, as defined in the "OBLIGATIONS" provision below, hereby agrees to all of the terms of this Agreement and further hereby specifically grants Lender a continuing security interest in the Collateral as defined in the "DESCRIPTION OF COLLATERAL" provision below. Debtor further grants Lender a security interest in the proceeds of said Collateral; the proceeds of hazard insurance and eminent domain or condemnation awards involving the Collateral; all products of, and accessions to, such Collateral or interests therein; any and all deposits or other sums at any time credited by or due from Lender to Debtor; and any and all instruments, documents, policies, and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property, and the proceeds thereof (whether or not the same are Collateral or proceeds thereof hereunder), owned by Debtor or in which Debtor has an interest which are now or at any time hereafter in possession or control of Lender, or in transit by mail or carrier to or from Lender, or in possession of any third party acting on Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent or otherwise, or whether Lender has conditionally released the same. Debtor's grant of a continuing security interest in the foregoing described Collateral secures to Lender the payment of all loans, advances, and extensions of credit from Lender to Borrower, including all renewals and extensions thereof, and any and all obligations of every kind, that relate to or derive from the specific indebtedness set forth in the "CONDITIONAL INDEBTEDNESS" provision below, whether primary, secondary, contingent, or otherwise.

OBLIGATIONS. As used in this Agreement, the term "Obligations" shall mean any and all of Debtor's obligations to Lender, whether they arise under this Agreement or the note, loan agreement, guaranty, or other evidence of debt executed in connection with this Agreement, or under any other mortgage, trust deed, deed of trust, security deed, security agreement, note, lease, instrument, contract, document, or other similar writing heretofore, now, or hereafter executed by the Borrower to Lender, including any renewals, extensions and modifications thereof, and including oral agreements and obligations arising by operation of law. The Obligations shall also include all expenditures that Lender may make under the terms of this Agreement or for the benefit of Borrower or Debtor, all interest, costs, expenses, and attorneys' fees accruing to or incurred by Lender in enforcing the Obligations or in the protection, maintenance, preservation, or liquidation of the Collateral, and any of the foregoing that may arise after the filing of any petition by or against Borrower or Debtor under the Bankruptcy Code, irrespective of whether the obligations do not accrue because of the automatic stay under Bankruptcy Code Section 362 or otherwise.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Agreement whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Agreement by reference thereto, with the same force and effect as if fully set forth herein.

DESCRIPTION OF COLLATERAL. The collateral covered by this Agreement (the "Collateral") is all of the Debtor's property described below which the Debtor now owns or may hereafter acquire or create and all proceeds and products thereof, whether tangible or intangible, including proceeds of insurance and which may include, but shall not be limited to, any items listed on any schedule or list attached hereto. The Collateral described has the meanings contained in the Uniform Commercial Code as adopted in the state where the Lender is located.



Titled Vehicle. "Titled Vehicle" consists of any and all vehicle(s) described below, and all additions and accessions to the vehicle(s), and any replacements and substitutions of the vehicle(s). It also includes all documents of title related to the vehicle(s) identified below, as well as all products, rents, and proceeds of the identified vehicle(s).

TITLED VEHICLE DESCRIPTION:

- 2017 Ford F250 XL 4x4 SD Crew Cab, VIN 1FT7W2B68HEB79218

WARRANTIES. The Debtor warrants the following: Debtor has or will acquire free and clear title to all of the Collateral, unless otherwise provided herein; the security interest granted to the Lender shall be a first security interest, and the Debtor will defend same to the Lender against the claims and demands of all persons; the Debtor will fully cooperate in placing or maintaining Lender's lien or security interest; the Debtor agrees not to allow or permit any lien, security interest, adverse claim, charge, or encumbrance of any kind against the Collateral or any part thereof, without the Lender's prior written consent; all of the Collateral is located in the state of the Debtor's address specified at the beginning of this Agreement, unless otherwise certified to and agreed to by the Lender, or, alternatively, is in possession of the Lender; the Debtor will not remove or change the location of any Collateral without the Lender's prior written consent; the Debtor will use the Collateral only in the conduct of its own business, in a careful and proper manner; the Debtor will not use the Collateral or permit it to be used for any unlawful purpose; except as otherwise provided in this Agreement with respect to inventory, Debtor will not, without the Lender's prior written consent, sell, assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral, or any part thereof, or any interest therein, nor will Debtor offer to sell, assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral, or any part thereof, or any interest therein; the Debtor will not conduct business under any name other than that given at the beginning of this Agreement, nor change, nor reorganize the type of business entity as described, except upon the prior written approval of the Lender, in which event the Debtor agrees to execute any documentation of whatsoever character or nature demanded by the Lender for filing or recording, at the Debtor's expense, before such change occurs; the information regarding Debtor's state of organization or formation as set forth in the Resolution is correct, and Debtor further warrants that Debtor will not change Debtor's state of organization or formation without Lender's prior written consent and will assist Lender with any changes to any documents, filings, or other records resulting or required therefrom; the Debtor will keep all records of account, documents, evidence of title, and all other documentation regarding its business and the Collateral at the address specified at the beginning of this Agreement, unless notice thereof is given to the Lender at least ten (10) days prior to the change of any address for the keeping of such records; the Debtor will, at all times, maintain the Collateral in good condition and repair and will not sell or remove same except as to inventory in the ordinary course of business; the Debtor is a legally created business entity, as described before, and it has the power, and the person signing is duly authorized, to enter into this Agreement; the execution of this Agreement will not create any breach of any provision of the Debtor's organizational documents (Articles of Incorporation and By-Laws if the Debtor is a corporation, Articles of Organization and Operating Agreement if the Debtor is a limited liability company, or Certificate of Limited Partnership (if applicable) or Partnership Agreement if the Debtor is a partnership), or any other agreement to which the Debtor is or may become a party; all financial information and statements delivered by the Debtor to the Lender to obtain loans and extensions of credit are true and correct and are prepared in accordance with generally accepted accounting principles; there has been no material adverse change in the financial condition of the Debtor since it last submitted any financial information to the Lender; there are no actions or proceedings, including set-off or counterclaim, which are threatened or pending against the Debtor which may result in any material adverse change in the Debtor's financial condition or which might materially affect any of the Debtor's assets; and the Debtor has duly filed all federal, state, municipal, and other governmental tax returns, and has obtained all licenses, permits, and the like which the Debtor is required by law to file or obtain, and all such taxes and fees for such licenses and permits required to be paid, have been paid in full.

INSURANCE. The Debtor agrees that it will, at its own expense, fully insure the Collateral against all loss or damage for any risk of whatsoever nature in such amounts, with such companies, and under such policies as shall be satisfactory to the Lender. All policies shall expressly provide that the Lender shall be the loss payee or, alternatively, if requested by Lender, mortgagee. The Lender is granted a security interest in the proceeds of such insurance and may apply such proceeds as it may receive toward the payment of the Obligations, whether or not due, in such order as the Lender may in its sole discretion determine. The Debtor agrees to maintain, at its own expense, public liability and property damage insurance upon all its other property, to provide such policies in such form as the Lender may approve, and to furnish the Lender with copies of other evidence of such policies and evidence of the payments of the premiums thereon. All policies of insurance shall provide for a minimum 10 days' written notice of cancellation to Lender. At the request of Lender, such policies of insurance shall be delivered to and held by Lender. Debtor agrees that Lender is authorized to act as attorney for Debtor in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts or instruments issued or connected with such insurance. Debtor specifically authorizes Lender to disclose information obtained in conjunction with this Agreement and from policies of insurance to prospective insurers of the Collateral. If the Debtor at any time fails to obtain or to maintain any of the insurance required above or pay any premium in whole or in part relating thereto, the Lender, without waiving any default hereunder, may make such payment or obtain such policies as the Lender, in its sole discretion, deems advisable to protect the Debtor's property. All costs incurred by the Lender, including reasonable attorneys' fees, court costs, expenses, and other charges thereby incurred, shall become a part of the Obligations and shall be payable on demand.

ADDITIONAL COLLATERAL. In the event that Lender should, at any time, determine that the Collateral or Lender's security interest in the Collateral is impaired, insufficient, or has declined or may decline in value, or if Lender should deem that payment of the Obligations is insecure, time being of the very essence, then Lender may require, and Debtor agrees to furnish, additional Collateral that is satisfactory to Lender. Lender's request for additional collateral may be oral or in writing delivered by United States mail addressed to Debtor and shall not affect any other subsequent right of the Lender to request additional Collateral.

FINANCING STATEMENT(S) AND LIEN PERFECTION. Lender is authorized to file a conforming financing statement or statements to perfect its security interest in the Collateral, as provided in Revised Article 9, Uniform Commercial Code - Secured Transactions. Debtor agrees to provide such information, supplements, and other documents as Lender may from time to time require to supplement or amend such financing statement filings, in order to comply with applicable state or federal law and to preserve and protect the Lender's rights in the Collateral. The Debtor further grants the Lender a power of attorney to execute any and all documents necessary for the Lender to perfect or maintain perfection

of its security interest in the Collateral, and to change or correct any error on any financing statement or any other document necessary for proper placement of a lien on any Collateral which is subject to this Agreement.

LANDLORD'S WAIVER. Upon request, Debtor shall furnish to Lender, in a form and upon such terms as are acceptable to Lender, a landlord's waiver of all liens with respect to any Collateral covered by this Agreement that is or may be located upon leased premises.

RELATIONSHIP TO OTHER AGREEMENTS. This Agreement and the security interests (and pledges and assignments, as applicable) herein granted are in addition to (and not in substitution, novation or discharge of) any and all prior or contemporaneous security agreements, security interest, pledges, assignments, mortgages, liens, rights, titles, or other interests in favor of Lender or assigned to Lender by others in connection with the Obligations. All rights and remedies of Lender in all such agreements are cumulative.

TAXES, LIENS, ETC. The Debtor agrees to pay all taxes, levies, judgments, assessments, and charges of any nature whatsoever relating to the Collateral or to the Debtor's business. If the Debtor fails to pay such taxes or other charges, the Lender, at its sole discretion, may pay such charges on behalf of the Debtor; and all sums so dispensed by the Lender, including reasonable attorneys' fees, court costs, expenses, and other charges relating thereto, shall become a part of the Obligations and shall be payable on demand.

ENVIRONMENTAL HAZARDS. Debtor certifies that the Collateral has never been, and so long as this Agreement continues to be a lien on the Collateral, never will be used in violation of any local, state or federal environmental laws, statutes or regulations or used for the generation, storage, manufacture, transportation, disposal, treatment, release or threatened release of any hazardous substances and Debtor will immediately notify Lender in writing of any assertion made by any party to the contrary. Debtor indemnifies and holds Lender and Lender's directors, officers, employees, and agents harmless from any liability or expense of whatsoever nature, including reasonable attorneys' fees, incurred directly or indirectly as a result of Debtor's involvement with hazardous or environmentally harmful substances as may be defined or regulated as such under any local, state or federal law or regulation or otherwise resulting from a breach of this provision of this Agreement.

PROTECTION OF COLLATERAL. Debtor agrees that Lender may, at Lender's sole option, whether before or after any event of default, and without prior notice to Debtor, take the following actions to protect Lender's interest in the Collateral: (a) pay for the maintenance, preservation, repair, improvement, or testing of the Collateral; (b) pay any filing, recording, registration, licensing, certification, or other fees and charges related to the Collateral; or (c) take any other action to preserve and protect the Collateral or Lender's rights and remedies under this Agreement, as Lender may deem necessary or appropriate from time to time. Debtor agrees that Lender is not obligated and has no duty whatsoever to take the foregoing actions. Debtor further agrees to reimburse Lender promptly upon demand for any payment made or any expenses incurred by Lender pursuant to this authorization. Payments and expenditures made by Lender under this authorization shall constitute additional Obligations, shall be secured by this Agreement, and shall bear interest thereon from the date incurred at the maximum rate of interest, including any default rate, if one is provided, as set forth in the notes secured by this obligation.

INFORMATION AND REPORTING. The Debtor agrees to supply to the Lender such financial and other information concerning its affairs and the status of any of its assets as the Lender, from time to time, may reasonably request. The Debtor further agrees to permit the Lender, its employees, and agents, to have access to the Collateral for the purpose of inspecting it, together with all of the Debtor's other physical assets, if any, and to permit the Lender, from time to time, to verify Accounts, if any, as well as to inspect, copy, and to examine the books, records, and files of the Debtor.

CONDITIONAL INDEBTEDNESS. Debtor agrees that any security interest(s) provided under this Agreement shall only act as security for the indebtedness described below and all renewals and extensions thereof, and any and all obligations of every kind that relate to or derive from such indebtedness, along with any fees, costs and expenses provided for under this Agreement:

DESCRIPTION OF INDEBTEDNESS: This collateral will also serve as collateral for all present and future loans.

DEFAULT. The occurrence of any of the following events shall constitute a default of this Agreement: (a) the non-payment, when due (whether by acceleration of maturity or otherwise), of any amount payable on any of the Obligations or any extension or renewal thereof; (b) the failure to perform any agreement of the Debtor contained herein or in any other agreement Debtor has or may have with Lender; (c) the publication of any statement, representation, or warranty, whether written or oral, by the Debtor to the Lender, which at any time is untrue in any respect as of the date made; (d) the condition that any Debtor becomes insolvent or unable to pay debts as they mature, or makes an assignment for the benefit of the Debtor's creditors, or conveys substantially all of its assets, or in the event of any proceedings instituted by or against any Debtor alleging that such Debtor is insolvent or unable to pay debts as they mature (failure to pay being conclusive evidence of inability to pay); (e) Debtor makes application for appointment of a receiver or any other legal custodian, or in the event that a petition of any kind is filed under the Federal Bankruptcy Code by or against such Debtor and the resulting proceeding is not discharged within thirty days after filing; (f) the entry of any judgment against any Debtor, or the issue of any order of attachment, execution, sequestration, claim and delivery, or other order in the nature of a writ levied against the Collateral; (g) the death of any Debtor who is a natural person, or of any partner of the Debtor which is a partnership; (h) the dissolution, liquidation, suspension of normal business, termination of existence, business failure, merger, or consolidation or transfer of a substantial part of the property of any Debtor which is a corporation, limited liability company, partnership or other non-individual business entity; (i) the Collateral or any part of the Collateral declines in value in excess of normal wear, tear, and depreciation or becomes, in the judgment of Lender, impaired, unsatisfactory, or insufficient in character or value, including but not limited to the filing of a competing financing statement, breach of warranty that the Debtor is the owner of the Collateral free and clear of any encumbrances (other than those encumbrances disclosed by Debtor or otherwise made known to Lender, and which were acceptable to Lender at the time); sale of the Collateral (except in the ordinary course of business) without Lender's express written consent; failure to keep the Collateral insured as provided herein; failure to allow Lender to inspect the Collateral upon demand or at reasonable time; failure to make prompt payment of taxes on the Collateral; loss, theft, substantial damage, or destruction of the Collateral; and, when Collateral includes inventory, accounts, chattel paper, or instruments, failure of account debtors to pay their obligations in due course; or (j) the Lender in good faith, believes the Debtor's ability to repay the Debtor's indebtedness secured by this Agreement, any Collateral, or the Lender's ability to resort to any Collateral, is or soon will be impaired, time being of the very essence.

REMEDY. Upon the occurrence of an event of default, Lender, at its option, shall be entitled to exercise any one or more of the remedies described in this Agreement, in all documents evidencing the Obligations, in any other agreements executed by or delivered by Debtor for benefit of Lender, in any third-party security agreement, mortgage, pledge, or guaranty relating to the Obligations, in the Uniform Commercial Code of the state in which Lender is located, and all remedies at law and equity, all of which shall be deemed cumulative. The Debtor agrees that, whenever a default exists, all Obligations may (notwithstanding any provision in any other agreement), at the sole option and discretion of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable; and the Lender may exercise, from time to time, any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The Debtor agrees, in the case of default, to assemble, at its own expense, all Collateral at a convenient place acceptable to the Lender. The Lender shall, in the event of any default, have the right to take possession of and remove the Collateral, with or without process of law, and in doing so, may peacefully enter any premises where the Collateral may be located for such purpose. Debtor waives any right that Debtor may have, in such instance, to a judicial hearing prior to such retaking. The Lender shall have the right to hold any property then in or upon said Collateral at the time of repossession not covered by the security agreement until return is demanded in writing by Debtor. Debtor agrees to pay all reasonable costs of the Lender in connection with the collecting of the Obligations and enforcement of any rights connected with retaking, holding, testing, repairing, improving, selling, leasing, or disposing of the Collateral, or like expenses. These expenses, together with interest thereon from the date incurred until paid by Debtor at the maximum post-default rate stated in the notes secured hereby, which Debtor agrees to pay, shall constitute additional Obligations and shall be secured by and entitled to the benefits of this Agreement. The Lender may sell, lease, or otherwise dispose of the Collateral, by public or private proceedings, for cash or credit, without assumption of credit risk. Unless the Collateral is perishable or threatens to decline speedily in value or of a type customarily sold on a recognized market, Lender will send Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition will be made. Any notification of intended disposition of the Collateral by the Lender shall be deemed to be reasonable and proper if sent United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means to the Debtor at least ten (10) days before such disposition, and addressed to the Debtor either at the address shown herein or at any other address provided to Lender in writing for the purpose of providing notice. Proceeds received by Lender from disposition of the Collateral may be applied toward Lender's expenses and other obligations in such order or manner as Lender may elect. Debtor shall be entitled to any surplus if one results after lawful application of the proceeds. If the proceeds from a sale of the Collateral are insufficient to extinguish the Obligations of the Debtor hereunder, Debtor shall be liable for a deficiency. Lender shall have the right, whether before or after default, to collect and receipt for, compound, compromise, and settle, and give releases, discharges, and acquittances with respect to, any and all amounts owed by any person or entity with respect to the Collateral. Lender may remedy any default and may waive any default without waiving the default remedied and without waiving any other prior or subsequent default. The rights and remedies of the Lender are cumulative, and the exercise of any one or more of the rights or remedies shall not be deemed an election of rights or remedies or a waiver of any other right or remedy.

FUTURE ADVANCES AND AFTER-ACQUIRED PROPERTY. Future advances may be made at any time by the Lender under this Agreement to the extent allowed by law. The security interest provided in this Agreement also applies to any Collateral of the type(s) identified in this Agreement that the Debtor acquires after this Agreement is executed, except that no security interest attaches to after-acquired consumer goods unless the Debtor acquires rights in such goods within 10 days of Lender giving value. In anticipation of future advances by Lender, the Debtor authorizes Lender to file any necessary financing statements to protect Lender's security interest.

EXERCISE OF LENDER'S RIGHTS. Any delay on the part of the Lender in exercising any power, privilege, or right hereunder, or under any other document executed by Debtor to the Lender in connection herewith, shall not operate as a waiver thereof, and no single or partial exercise thereof or any other power, privilege, or right shall preclude other or further exercise thereof. The waiver by the Lender of any default of the Debtor shall not constitute a waiver of subsequent default.

CONTINUING AGREEMENT. This is a continuing agreement and the security interest (and pledge and assignment, as applicable) hereby granted and all of the terms and provisions of this Agreement shall be deemed a continuing agreement and shall remain in full force and effect until the Obligations are paid in full. In the event that Lender should take additional Collateral, or enter into other security agreements, mortgages, guarantees, assignments, or similar documents with respect to the Obligations, or should Lender enter into other such agreements with respect to other obligations of Debtor, such agreements shall not discharge this Agreement, which shall be construed as cumulative and continuing and not alternative and exclusive.

Any attempted revocation or termination shall only be effective if explicitly confirmed in a signed writing issued by Lender to such effect and shall in no way impair or affect any transactions entered into or rights created or liabilities incurred or arising prior to such revocation or termination, as to which this Agreement shall be truly operative until same are repaid and discharged in full. Unless otherwise required by applicable law, Lender shall be under no obligation to issue a termination statement or similar document unless Debtor requests same in writing, and providing further, that all Obligations have been repaid and discharged in full and there are no commitments to make advances, incur any obligations, or otherwise give value.

ABSENCE OF CONDITIONS OF LIABILITY. This Agreement is unconditional. Lender shall not be required to exhaust its remedies against Debtor, other collateral, or guarantors, or pursue any other remedies within Lender's power before being entitled to exercise its remedies hereunder. Lender's rights to the Collateral shall not be altered by the lack of validity or enforceability of the Obligations against Debtor, and this Agreement shall be fully enforceable irrespective of any counterclaim which the Debtor may assert on the underlying debt and notwithstanding any stay, modification, discharge, or extension of Debtor's Obligation arising by virtue of Debtor's insolvency, bankruptcy, or reorganization, whether occurring with or without Lender's consent.

NOTICES. Any notice or demand given by Lender to Debtor in connection with this Agreement, the Collateral, or the Obligations, shall be deemed given and effective upon deposit in the United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means addressed to Debtor at the address designated at the beginning of this Agreement, or such other address as Debtor may provide to Lender in writing from time to time for such purposes. Actual notice to Debtor shall always be effective no matter how such notice is given or received.

LENDER: Benchmark Community Bank

By: Kim Jordan _____ Date _____
Its: VP/Business Banker

COPY

RESOLUTION
GOVERNMENTAL ENTITY
 Officer: Kim Jordan



LOAN NUMBER	RESOLUTION DATE	TRANSACTION KEY	OFFICER
15003431014	September 28, 2016	16025	Kim Jordan

GOVERNMENT AGENCY INFORMATION

CITY OF HENDERSON
 PO BOX 1434
 HENDERSON, NC 27536

By signing below, I certify to Benchmark Community Bank ("Lender") that: I am the properly elected or appointed Mayor of CITY OF HENDERSON, which is properly established and existing under the laws of the State of North Carolina; the adoption and execution of this Resolution is permitted and in accordance with law and authority of CITY OF HENDERSON, as in effect as of the date of this Resolution to the Lender; this Resolution was properly adopted at and contained in the minutes of a duly called meeting of CITY OF HENDERSON, on September 28, 2016. The Resolution is still in force and effect and has not been amended or rescinded; the Lender may rely upon our certification as to our authority to adopt and execute this Resolution and to make the representation in this Resolution; provided below are the correct titles and names and the genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers") and we have the power and authority to make this certification and to execute this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution. Each power has a designated Authority Code that indicates the powers available to each Authorized Signer.

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
EDDIE ELLINGTON Mayor		L1, L2, L3, L4, L5

BORROW MONEY. [Authority Code - L1] As in their judgment, to borrow from time to time from Lender, on such terms as may be agreed upon between the Governmental Entity and Lender, such sum or sums of money without limitation.

Number of signers required: 1

EXECUTE NOTES. [Authority Code - L2] To execute and deliver to Lender the promissory note(s), or other evidence of credit accommodations of the Governmental Entity, on Lender's forms, at such rates of interest and on such terms as may be agreed upon evidencing the sums of money so borrowed or any indebtedness of the Governmental Entity to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Number of signers required: 1

GRANT SECURITY. [Authority Code - L3] To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender, as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed including any amendments to or modifications, renewals, and extensions of such promissory notes, or any other or further indebtedness of the Governmental Entity or any third party to Lender at any time owing, however the same may be evidenced, any property now or hereafter belonging to the Governmental Entity or in which the Governmental Entity now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Governmental Entity. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered.

Number of signers required: 1

EXECUTE SECURITY DOCUMENTS. [Authority Code - L4] To execute and deliver to Lender the forms of mortgage, deed of trust, pledge, agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by Lender, and which shall evidence the terms and conditions under and pursuant to which liens and encumbrances, or any of them are given; and also to execute and deliver to Lender any authorizations and other written instruments, any chattel paper, or any other collateral, of any kind or nature, which they may at their discretion deem reasonably necessary or proper in connection with or pertaining to the giving and perfecting of liens and encumbrances.

Number of signers required: 1



NEGOTIATE ITEMS. [Authority Code - LS] To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Governmental Entity in which the Governmental Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of the Governmental Entity with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Number of signers required: 1

IT IS FURTHER RESOLVED THAT:

AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Lender shall be indemnified and held harmless by the Governmental Entity for any claims, expenses, damages or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Lender. The Lender shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Governmental Entity for any claims, expenses, damages or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft or order for the payment of moneys not clearly endorsed by the Authorized Signer may be returned to the Governmental Entity by the Lender. The Lender, in its sole discretion, alternatively may endorse on behalf of the Governmental Entity any negotiable instrument, check, draft or order for the payment of money not clearly endorsed in order to facilitate collection. Lender shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Lender is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from and charge to any depository account(s) of the Governmental Entity, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check or order for the payment of money involved, whether such negotiable instruments, checks, drafts or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts or orders for the payment of money deposited with prior endorsements are guaranteed by the Governmental Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted and confirmed by the Governmental Entity.

WARRANTY. The Lender may rely upon the certification as to the authority of the Governmental Entity to execute this Resolution and make the representation in this Resolution.

NOTIFICATION OF CHANGES. The Governmental Entity shall notify Lender in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCAION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Lender to rely upon this Resolution. The Act shall not affect any action by the Lender in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Lender receives written notification of the Act in form and substance satisfactory to Lender and (b) the Lender has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Governmental Entity, its legal representatives, heirs, successors and assigns.

FACSIMILE SIGNATURES. The Lender shall be entitled to honor and charge the Governmental Entity for all such negotiable instrument, checks, drafts or other orders for payment of money drawn in the name of the Governmental Entity, on its regular accounts, including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means facsimile signatures or other non-manual signature (collectively, "Facsimile Signatures") may have been affixed, or electronically communicated, if such Facsimile Signatures resembles the specimens duly certified to or filed with the Lender for any of the named Authorized Signers, regardless of whether any misuse is with or without the negligence of the Governmental Entity. The Governmental Entity agrees that the duty of maintaining the security of any such Facsimile Signatures or device by which it is affixed is solely that of the Governmental Entity.

IN WITNESS WHEREOF, I, Eddie Ellington, have hereunto subscribed my name as Mayor of CITY OF HENDERSON and hereby acknowledge that the above Authorized Signer has authority to exercise the powers provided in this Resolution on September 28, 2016.

By: Eddie Ellington Date
Its: Mayor

BUSINESS LOAN APPLICATION

TO (LENDER)
 Benchmark Community Bank
 1775 Graham Ave, Suite 204
 Henderson, NC 27536

Dated: August 31, 2016
 NOTICE TO APPLICANT: IF YOU ARE MARRIED YOU MAY APPLY FOR A SEPARATE ACCOUNT.

JOINT CREDIT. The applicants intend to apply for joint credit. (Please initial)

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
 To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

APPLICANT INFORMATION

Name CITY OF HENDERSON		Street Address PO BOX 1434	
City HENDERSON		State NC	Zip Code 27536
Foreign Country	Foreign Country- Street Address	Foreign Country- City, State, Zip	
Telephone Number (252) 430-5700	Tax I.D. Number		
Type of Business	Type of Organization <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Company ("LLC")		
State and County Where Organized NC Vance		Date Business Entry Started Or Date of Birth, If Indiv. or Sole Prop.	

LIST: OWNERS, PARTNERS, MEMBERS, MANAGERS, OFFICERS AS APPLICABLE

Name EDDIE ELLINGTON		Telephone Number	Social Security Number 999-99-9999	
Street Address, City, State, Zip Code PO BOX 1434 HENDERSON, NC 27536		Title Mayor	Age	% of Ownership
		<input type="checkbox"/> Personal Financial Statement Enclosed <input type="checkbox"/> Personal Credit Report Enclosed		
Foreign Country	Foreign Country- Street Address	Foreign Country- City, State, Zip		
Name		Telephone Number	Social Security Number	
Street Address, City, State, Zip Code		Title	Age	% of Ownership
		<input type="checkbox"/> Personal Financial Statement Enclosed <input type="checkbox"/> Personal Credit Report Enclosed		
Foreign Country	Foreign Country- Street Address	Foreign Country- City, State, Zip		
Name		Telephone Number	Social Security Number	
Street Address, City, State, Zip Code		Title	Age	% of Ownership
		<input type="checkbox"/> Personal Financial Statement Enclosed <input type="checkbox"/> Personal Credit Report Enclosed		
Foreign Country	Foreign Country- Street Address	Foreign Country- City, State, Zip		
Name		Telephone Number	Social Security Number	
Street Address, City, State, Zip Code		Title	Age	% of Ownership
		<input type="checkbox"/> Personal Financial Statement Enclosed <input type="checkbox"/> Personal Credit Report Enclosed		
Foreign Country	Foreign Country- Street Address	Foreign Country- City, State, Zip		

TYPE(S) OF LOAN(S) REQUESTED

	Amount	Repayment Program	Purpose
A	\$ 34,753.95		purchase of 2017 Ford F250 XL 4x4 SD
B	\$		
C	\$		

LENDER'S APPROVAL

(FOR LENDER'S USE ONLY)

LOAN DETAIL							
Amount \$	Type	Term	Rate	Closing Fee			
Amount \$	Type	Term	Rate	Closing Fee			
LOAN FORMULA							
S E C U R I T Y	<input type="checkbox"/> Accounts and Inventory	<input type="checkbox"/> Mortgages (Specify)	<input type="checkbox"/> Guarantees (Specify)	<input type="checkbox"/> Subordination of Debt (Specify)			
	<input type="checkbox"/> Equipment	<input type="checkbox"/> Loss Payable Clause	<input type="checkbox"/> Terminations Required (Specify)	<input type="checkbox"/> Discharges Required (Specify)			
	<input type="checkbox"/> Other						
LOAN TO VALUE							
REPORTING REQUIREMENTS:	<input type="checkbox"/> Monthly Accounts Receivable Agings <input type="checkbox"/> Annual Financial Statement	Type:	<input type="checkbox"/> Monthly Inventory Reports <input type="checkbox"/> Interim Financial Statements	Frequency:			
EXISTING RELATIONSHIP	CREDIT LINE USAGE HISTORY	High \$	Low \$	Average \$			
	LOAN AND OVERDRAFT EXPERIENCE	<input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Review With Investigator					
Customer Identification Program (CIP) Record Information (Describe Additional Data Collected Pursuant to Institution's CIP)							
Applicant: <input type="checkbox"/> Applicant Information Collected and Verified in Accordance with CIP (Initial) _____							
F I N A N C I A L S T A T E M E N T S U M M A R Y	Type of Statement						
	Period Ended						
	Number of Months						
	Current Assets (\$000)						
	Current Liabilities (\$000)						
	Working Capital (\$000)						
	Total Liabilities (\$000)						
	Net Worth (\$000)						
	Sales (\$000)						
	Net Profit (\$000)						
	Gross Profit Margin (%)						
	Current Ratio (X)						
	Debt to Worth + Subdebt (X)						
	Receivable Turnover (days)						
	Inventory Turnover (days)						
ACCOUNTS RECEIVABLE AGING DATE (%)		Total	Current	31 - 60	61 - 90	Over 90	Retentions
	(\$000)						
	(%)	100					
C L O S I N G S T A T E M E N T	DISBURSEMENT NUMBER						
	CHECK NUMBER	AMOUNT	PAYABLE TO				
	(1)	\$					
	(2)	\$					
	(3)	\$					
(4)	\$						
NET PROCEEDS							
S I G N A T U R E S	INTERVIEWER _____	CLOSED BY _____					
	INVESTIGATOR _____	REVIEWED BY _____					
	DECISION BY _____	OFFICE OR BRANCH _____					
	DISCOUNTED BY _____	TYPE CODE _____ OFFICER CODE _____					

COPY

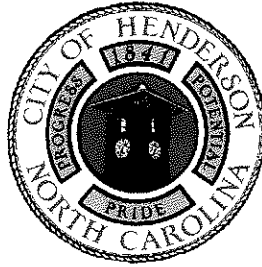
BUSINESS FINANCIAL STATEMENT

ASSETS		LIABILITIES AND CAPITAL	
Cash on Hand and in Banks	\$	Notes Payable: Banks	\$
Listed Securities (Schedule A)		Notes Payable: Others	
Accounts and Notes Receivable:		Current Portion: Long Term Debt	
Accounts: Current		Accounts Payable	
Accounts: Past Due (Over 90 Days)		Dividends Payable	
Notes		Reserve for Federal Taxes	
TOTAL	\$	Accrued Expenses	
Less Reserve for Doubtful Accounts			
Inventory:			
Raw Materials			
Work in Process			
Finished Stock		Other	
Life Insurance: Cash Surrender Value		Loans on Life Insurance	
TOTAL CURRENT ASSETS	\$	TOTAL CURRENT LIABILITIES	\$
Land and Buildings (Schedule B):		Bonded Debt	
Land		Mortgages Payable	
Buildings		Long Term Debt	
Less Depreciation		Other	
Machinery and Equipment			
Less Depreciation			
Receivables: Officers & Employees (Schedule C)			
Unlisted Securities (Schedule A)		TOTAL LIABILITIES	\$
Due from Subsidiaries & Affiliates (Schedule D)		Treasury Stock	
		Capital Stock: Common	
		Additional Capital Contributed	
		Retained Earnings	
Other		Net Worth (Proprietorship or Partnership)	
TOTAL ASSETS	\$	TOTAL LIABILITIES AND NET WORTH	\$
Are your books audited by a CPA? <input type="checkbox"/> Yes <input type="checkbox"/> No	Audited By	Date of Last Audit	
Inventories Above Are: <input type="checkbox"/> Actual <input type="checkbox"/> Estimated	Inventoried By	Date of Inventory	
Is this a sub chapter "S" Corporation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Rate of Depreciation Charged Against Buildings %	Rate of Depreciation Charged Against Machinery and Equipment %	
Are Any of Your Assets Pledged as Collateral for Loans, Advances or Other Liabilities? <input type="checkbox"/> Yes <input type="checkbox"/> No			
State Details (include description of property, name of creditor, original amount of credit, amount owing)			
PROFIT AND LOSS STATEMENT		RECONCILIATION OF SURPLUS OR NET WORTH	
FROM TO	\$	FROM TO	\$
Net Sales for Period		Surplus or Net Worth on	
Less Cost of Goods Sold		Additions:	
Gross Profit		Net Profit for Period	
Expenses:			
Salaries: Officers			
Salaries: Employees			
Taxes (excl. Income Tax)		TOTAL ADDITIONS	\$
Bad Debts		Deductions:	
Depreciation		Net Loss for Period	
Other Expenses		Cash Dividend Paid	
Net Profit or Loss from Operations		Stock Dividend Paid	
Other Income from Business			
Net Profit or Loss (Before Income Tax)			
Income Tax		TOTAL DEDUCTIONS	\$
Net Profit or Loss	\$	Surplus or Net Worth on Statement	\$

EXISTING RELATIONSHIP SUMMARY (\$000)						
Customer Since:	Applicant	Related (Affiliate, Principals, etc.)	Total			
Checking Account Balances						
Savings, Time and Certificate Balances						
General Loan Balance	Committed					
	Outstanding					
Installment Loan Balance	Committed					
	Outstanding					
Mortgage Loan Balances						
Open Letters of Credit						
ASSET SCHEDULES						
SCHEDULE A - STOCKS AND BONDS						
Name of Issuing Corporation and Type of Security	No. of Shares (If Stock) Face Value (If Bonds)	Registered in Name of	Market Value	Portion Pledged		
Listed			\$			
Unlisted						
SCHEDULE B - LAND AND BUILDINGS						
Description and Location	Owner of Record	Purchase Price	Present Value	Owing on Mortgage or Contract	Holder of Mortgage or Contract	Monthly Rent
		\$	\$	\$		\$
SCHEDULE C - RECEIVABLES DUE FROM OFFICERS AND EMPLOYEES						
Name	Position	Amount	Original Date	Maturity	How Secured	
		\$				
SCHEDULE D - DUE FROM SUBSIDIARIES AND AFFILIATES						
Name	Address	For Advances	Terms	For Merchandise	Terms	
		\$		\$		
		\$		\$		
CONTINGENT LIABILITIES						
Discounted Notes Receivable	\$	Notes Exchanged with Others	\$			
Accommodation Paper		Actual or Threatened Litigation				
Endorsements for Others		As Guarantor or Bondsman				
Leases		Other Than Specified				
INSURANCE CARRIED						
Plant and Equipment Insurance	\$	Life Insurance Payable To:	\$			
Merchandise Insurance		Liability Insurance				
Use and Occupancy Insurance		Liability Insurance				
The information contained in this application is provided for the purpose of obtaining business (non-consumer) credit with the Lender on behalf of the undersigned. It is understood Lender will rely on the information provided in making its credit decision. The undersigned warrants and represents the information herein submitted is true and correct in all respects and Lender may consider this representation continuing until written notice to the contrary is received by the Lender from the undersigned. The Lender is authorized to make all inquiries it deems necessary to verify the accuracy of the statements herein made, or in its discretion, to further determine the undersigned's credit standing, or the credit standing of any general partner or LLC member/manager. The Lender is hereby authorized to answer any questions from third parties concerning the undersigned's experience with the Lender.						
SIGNATURES						
Name of Applicant	CITY OF HENDERSON					
By <input checked="" type="checkbox"/>	EDDIE ELLINGTON	Date				
Its	Mayor					
By <input checked="" type="checkbox"/>		Date				
Its						

City Council Action Form

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



Council Meeting: 10 Oct. 2016 Regular Meeting

30 September 2016

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

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

RE: CAF: 16-13-C
Consideration of Approval of 1) Resolution 16-12-C, Awarding an Engineering Contract with WK Dickson for the Implementation of the Technical Assistance Grant Relative to Asset Management and Sanitary Sewer Modeling to Meet the Guidelines of the North Carolina State Department of Environmental Quality Resources; and 2) Ordinance 16-42 FY 17 BA #15, Establishing the Budget for the Technical Assistance Grant

Ladies and Gentlemen:

Council Goals Addressed By This Item:

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

Recommendation:

- **Approval of:**
 - 1) Resolution 16-12-C, Awarding an Engineering Contract with WK Dickson for the Implementation of the Technical Assistance Grant Relative to Asset Management and Sanitary Sewer Modeling to Meet the Guidelines of the North Carolina State Department of Environmental Quality Resources
 - 2) Ordinance 16-42 FY 17 BA #15, Establishing the Budget for the Technical Assistance Grant

Executive Summary

City Council accepted the NCDEQ Technical Assistance Grant in August 2016 during a regular meeting in the amount of \$125,000 with a 5% (\$6,250) match. Staff has been negotiating with one of the on-call engineering firms, WK Dickson, to assist in the implementation and development of Henderson's Asset Management Program and sanitary sewer model.

WK Dickson is a civil engineering consultant that will provide the framework, toolsets and procedures for the Asset Inventory and Assessment Grant. They will develop the sanitary sewer model in the Sandy Creek Basin, run model scenarios and provide the basis and training for City of Henderson's staff to input and grow the sanitary sewer model to eventually include the entire City. They will use the raw data provided by the City and develop a methodology of assessing and prioritizing the data in meaningful way so that we can use Cartegraph to identify system needs that will roll into a 10 year Capital Improvement Plan. They will also assist the city to identify high priority sewers based on level of service and likelihood of failure and then expand this process to apply to the entire collection system.

The Asset Management Plan will help identify critical infrastructure needs based on a decision matrix that evaluates likelihood of failure versus level of service. Critical infrastructure that provides a high level of service to a large portion of the city and has a high likelihood of failure due to its condition will make this segment of sewer infrastructure a high priority in the Capital Improvement Plan. The ranking of the asset's condition and a prioritization tool will permit staff the opportunity to plan and replace components before they fail. System failures are very costly due to the amount of overtime hours and the continual patching that occurs until the new infrastructure can be designed, funded and built.

Staff recommends that City Council award the Engineering Contract to WK Dickson in the amount of \$128,250 to help with the implementation of inventory and assessment program for the City of Henderson.

Attachments:

1. Resolution 16-12-C
2. Ordinance 16-42
3. Project Scope
4. Resolution 16-12-B

RESOLUTION 16-12-C

AWARDING AN ENGINEERING CONTRACT WITH WK DICKSON FOR THE IMPLEMENTATION OF THE TECHNICAL ASSISTANCE GRANT RELATIVE TO ASSET MANAGEMENT

WHEREAS, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2016 Strategic Planning Retreat; *and*

WHEREAS, two of the Key Strategic Objectives are addressed by this request as follows: **KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems; and KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities; and**

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the 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 and planning of improvements of wastewater and drinking water systems, *and*

WHEREAS, the City of Henderson has need for and intends to complete an asset inventory and assessment of its wastewater system described as the entity name Wastewater Systems Asset Inventory and Assessment project, *and*

WHEREAS the City Council approved the acceptance of a NCDEQ Technical Assistance Grant in the amount of \$125,000 from the 2016 funding cycle with a 5% match in the amount of \$6,250); *and*

WHEREAS, Staff recommends a bid award of an Engineering Contract to WK Dickson to assist in the implementation and development of Henderson's Asset Management Program and Sanitary Sewer Model.

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

Award an Engineering Contract to WK Dickson (*Attachment A*) in the amount of \$128,250 for the implementation and development of Henderson's Asset Management Program and Sanitary Sewer Model.

That the Mayor is hereby authorized to execute an Engineering contract on behalf of the City of Henderson for the above mentioned project.

The foregoing Resolution 16-12-C introduced by Council Member ** and seconded by Council Member ** on this the * day of *, and having been submitted to a roll call vote, was *** by the following votes: YES: . NO: . ABSTAIN: . ABSENT: .

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*(Reference: Minute Book 44, p. **.)*

ON-CALL ENGINEERING SERVICES AGREEMENT

Between

THE CITY OF HENDERSON

And

WK DICKSON & CO., INC.

THIS AGREEMENT is made and entered into between the **CITY OF HENDERSON** (the "City"), a municipal corporation of the State of North Carolina, and **WK DICKSON & CO., INC.** (the "Consultant"), a North Carolina corporation registered to do business in North Carolina, whose address is 720 Corporate Center Drive, Raleigh, NC 27607.

RECITALS:

1. The City, through its Department of Engineering desires to secure "readily available" professional engineering services and related technical services to support the Department's Capital Project Management Division on an "as needed" basis.
2. The City used the authority provided by North Carolina General Statute 143-64.31, the City utilized a qualifications-based selection process without consideration of fee proposals in the initial stage for selecting consultants.
3. The Consultant represents that its members for any project will include an engineer licensed by the State of North Carolina, and that the Consultant has the present capacity, experience and qualifications to perform professional engineering services for the City in connection with the planning, design and construction of various City projects, as specified in this Agreement. In response to the City's March 2016 Request for Qualifications and Proposal, the Consultant submitted a proposal to the City. The Consultant and the City have negotiated a Scope of Services and Fee Proposal for such professional services, a copy of which is attached hereto and incorporated herein.

The parties mutually agree as follows:

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Consultant with respect to the furnishing of professional engineering services on an on-call basis, as set forth in this agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this agreement.

1.02 Line of Authority for Contract Administration. The City Manager is the City's representative responsible for authorizing and approving the work performed under this agreement. The City Manager hereby designates the City Director of Engineering (Director) as the City's authorized representative for the purpose of designating a Project Manager (Manager) for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Consultant under this agreement. The Manager shall be responsible for the day-to-day administration, coordination and approval

of work performed by the Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of the Director. The City Manager and the Director expressly reserve the right to designate other persons to perform on the their behalf by written notice to the Consultant.

1.03 Independent Contractor. The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Henderson Revised Municipal Code and the North Carolina General statutes, or for any purpose whatsoever.

1.04 Scope of Consultant's Authority. The Consultant shall have no authority to act on behalf of the City other than as expressly provided in this agreement. The Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the charter of the City.

SECTION 2 – CONSULTANT'S SERVICES

2.01 General. The Consultant shall provide professional engineering services for any assigned project, on an as-needed basis, in accordance with the terms and conditions of this agreement.

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Consultant under this agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the work described in this agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design and engineer each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so that the Project, when constructed in accordance with such drawings and specifications, complies with the Department of Engineering Standard Specifications for Construction - General Conditions, all applicable laws, statutes, codes, ordinances, rules and regulations of the City, state and federal government.
- (e) The Consultant shall prepare the plans, specifications and other documents as requested for each project in a format that complies with all City, state and federal requirements. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (f) The City reserves the right to proceed with the construction of each project using either the City's standard general contractor bidding approach, on-call contractors or other construction management techniques. The Consultant agrees to organize its contract documents for the selected construction technique and coordinate the documents into selected bid packages, as appropriate.

- (g) The reports, studies, drawings and specifications and other products prepared by the Consultant under this agreement, when submitted by the Consultant to the City Manager or his designee and the user agency for any identified phase of a project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (h) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (i) The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget:

- (a) The Consultant agrees to discuss the City's program and budget for each assigned project with the Project Leader and further agrees, unless it has notified the City in writing that the project cannot be accomplished within such budget, to accomplish the project within the intent of the program and final proposal cost. Should the Consultant determine that an assigned project cannot be accomplished within the final proposed cost, the Consultant shall immediately notify the Project Leader, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) If the City requires the Consultant to prepare a formal proposal with a maximum estimated cost for a particular project, the Consultant agrees to complete the project within the limits of the approved final proposal cost, unless otherwise modified by the City. Should all project work exceed such cost, the Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation:

- (a) The Consultant agrees to perform under this agreement in such a manner and at such times that the City or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with Project Leaders, or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. If requested, the Consultant shall document conferences and distribute notes to the City.

2.05 Personnel Assignments:

- (a) The key professional personnel identified in the Consultant's request for qualifications will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.

- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications in the RFQ. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Consultant or its Subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this agreement, the Manager determines that the performance of approved key personnel or a subconsultant is not acceptable, the Manager shall notify the Consultant and give the Consultant the time which the Manager considers reasonable to correct such performance. Thereafter, the Manager may require the Consultant to reassign or replace such key personnel. If the Manager notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Manager's notice.
- (h) Neither the Consultant nor any of its Subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Consultant shall submit to the Manager a list of any additional key professional personnel who will perform work under this agreement within thirty (30) days after this agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Manager before they are assigned to a specific project.

- (k) The Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Manager receives the list of changes. If the Manager or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services - General

- (a) The Consultant shall, under the general direction of and at the written request of the Manager, furnish experienced engineering personnel to support the City's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved project proposal for the particular project assigned to the Consultant under this agreement, the Consultant agrees to perform all of the services and duties set forth in this agreement in regard to each project to which it is assigned and its proposal is approved.
- (b) When directed by the Manager to perform under this agreement on a particular project, the Consultant shall prepare a project specific proposal in accordance with the provided scope or description of the work for that project (Exhibit A). A separate project specific proposal shall be prepared for each project for which the Consultant's services are required and shall set forth, at a minimum all of the following:
 - (1) The maximum fee for the Consultant's proposed services.
 - (2) The surveying, utility locating and testing budget for the project if applicable.
 - (3) The additional services budget, if any, for the Project.
 - (4) The budget for reimbursable expenses if applicable.
 - (5) A description of the project and requested scope of work (Work).
 - (6) An agreed upon schedule for the Consultant's performance.
- (c) Upon approval by the Manager of a project proposal, the approval and appropriation of funding for such project, and the issuance of a written notice to proceed, the Consultant shall proceed to perform required Work.
- (d) The assigned Work shall be performed in conformance with the approved project specific proposal.
- (e) The Consultant's basic services for each project to which it is assigned may consist of any one or combination of the phases described below and shall include, but are not limited to the civil, structural, mechanical, and electrical engineering and testing services appropriate to each phase of each project and the services.
- (f) The Consultant shall obtain written authorization from the City Manager before proceeding with each phase of each assigned project.
- (g) Nothing in this agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City Manager for each assigned project. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of projects assigned under this agreement.
- (h) If a project which is assigned to the Consultant under this agreement is funded in whole or part by federal funds, each of the applicable terms set forth in any funding

arrangement for such funds shall be, and by this reference are incorporated into the project specific proposal for such project, and included in the Consultant's basic services responsibilities for such project.

- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Phase Specific: All of the services described in this Section 2.07, unless specifically noted as omitted in the project specific proposal for a specific project, are included in the Consultant Basic Fee for each project to which the Consultant is assigned.

(a) Programming and Investigation Phase:

- (1) The Consultant shall attend such conferences as may be required for a complete understanding of each project, and the Consultant shall document all such conference notices and distribute minutes of such conferences to the City.
- (2) If construction, design or document standards have been adopted by the City, the state, or the federal government for the project, the Consultant shall comply with all such standards when applicable.
- (3) The Consultant shall perform all additional research or investigation it deems necessary to ensure a complete understanding of the project.
- (4) The Consultant shall review the needs and requirements of the City and affected agencies to determine the specific requirements of the specific project based on the information provided by the City.
- (5) The Consultant shall then review the project requirements with the Project Leader to confirm its understanding of the project, budget and any applicable limitations
- (6) Upon approval of such costs by the City, and subject to the surveying, utility locating and testing budget for the specific project, the Consultant shall obtain all plats, special studies and engineering data necessary to properly investigate and report on the project.
- (7) The Consultant shall then, through a written report and informal presentation, review with the City alternate methods or approaches to the design and construction of the project and recommend those methods or approaches best suited to program needs and overall budget constraints of the City.
- (8) The Consultant shall also include as part of this phase all applicable portions referenced in the attached scope of services Exhibit A.

(b) Schematic Design Phase:

- (1) The Consultant shall not begin work on the schematic design phase of any project unless and until written notice to proceed with such phase is received from the Project Leader. During the schematic design phase for each project, the Consultant shall, in response to the City's requirements, the budget restrictions of the project and the format of design and construction selected by City, prepare for the City's approval schematic design documents including, but not limited to, drawings and other documents demonstrating and illustrating the scope and scale of the project and the relationship of the project components. Such documents shall be in sufficient

detail so as to allow the City to make knowledgeable and informed decisions as to the selection of alternates and resolution of other scope and budget questions.

- (2) The Consultant shall also provide a preliminary statement of probable construction cost of the project for the City, taking into account the City's project budget.
- (3) The Consultant shall also include as part of this phase all applicable portions referenced in **Exhibit A**.

(c) Design Development Phase:

- (1) Prior to beginning the design development Phase of each project, the Consultant shall obtain written approval of its final schematic design Documents and the statement of probable cost.
- (2) The Consultant shall prepare design development documents based upon the approved schematic design documents and any adjustments in the program and budget authorized by the Manager.
- (3) The design development documents shall include but not be limited to sufficient data, information and material to define the scope of the project and to demonstrate the general design of the project, including the size and character of the project as to architectural, civil, structural, mechanical and electrical systems, materials, and any other project elements appropriate under each project scope and design.
 - (i) As required, the Consultant shall prepare design development drawings which shall include but not be limited to: Drawings which show existing topographic features and improvements affecting or relating to the proposed project. The Consultant shall indicate revisions to be made to existing topographic features and improvements such as grading and construction of drainage facilities. Where drainage facilities are to be provided, the Consultant shall indicate direction of flow and point of discharge by appropriate symbol or notes.
 - (ii) Drawings setting forth the basic information necessary to establish space requirements and functional arrangement.
 - (iii) Drawings which demonstrate the functional layout of mechanical, electrical and electronic features, special equipment and, plumbing and heating, where applicable.
 - (iv) Drawings demonstrating the location, dimension, sections, areas and capacities applicable to parking areas, access roads, driveways, walks, and similar features.
 - (v) Drawings demonstrating the location and size of existing or proposed storm or sanitary sewers, water mains, gas main and electrical services as needed for the construction of the project, as well as elevations of gravity lines and location of proposed building connections with notations showing which of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.
 - (vi) Drawings showing simplified schematic electrical diagrams for each electronic or instrumentation system for any required system functions.
- (4) The Consultant shall also prepare preliminary specifications, when specifically requested, for each project. The Consultant must ensure that existing standard details and technical specifications for specific requesting agencies are strictly

followed. Alteration and editing of existing standards is not acceptable. Project specific alterations which are necessary to existing standards must be addressed using revision sheets.

- (5) The Consultant shall provide a proposed project time schedule, including key dates and milestones.
- (6) The Consultant shall then prepare a statement of probable construction cost which shall be calculated by the Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications for this phase of the project, reflecting the probable project construction costs and taking into account the building trades and construction components utilized in the project design.
- (7) The Consultant shall also provide, as part of this phase, all applicable services referenced in **Exhibit A**

d) Construction Documents Phase:

- (1) Prior to beginning the construction documents phase, the Consultant shall obtain acceptance in writing of the design development documents and the accompanying statement of probable construction cost. Upon acceptance by the City, in writing, of the statement of probable construction cost, such statement shall become the City's final budget for project construction. Acceptance of the design development Documents shall not be construed as approval of the adequacy of the design development documents and shall not

relieve the Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.

- (2) The Consultant shall prepare the construction documents from the approved design development documents and by incorporation of any further changes authorized by the City and agreed to by the Consultant. The construction documents shall set forth in detail the requirements for the completion of the entire project. At a minimum, these documents must include complete information necessary to bid the project, and shall contain complete bidding documents meeting all City and, as applicable, state and federal requirements.
 - (3) The construction documents shall include, but not be limited to, complete drawings and specifications setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
 - (4) The Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing application(s) and paying any permit or other fees.
 - (5) Acceptance of the construction documents shall not relieve the Consultant of any responsibility for design deficiencies, omissions or errors.
 - (6) All final plans and specifications shall bear the signature(s) and seal(s) of the Consultant and/or the responsible subconsultant. It is intended by the parties that the construction documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed professional engineer and/or architect in responsible charge of the preparation of such plans and specifications or parts thereof. The Consultant shall be ultimately responsible for all design work provided under this Agreement.
 - (7) The Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
 - (8) The Consultant shall provide a list of long lead items to the Project Leader.
 - (9) The Consultant shall provide the City with a final statement of construction cost based upon the submitted design documents for the City's consideration.
 - (10) The Consultant shall also include as part of this phase all applicable portions of **Exhibit A**.
- (e) Bidding Phase:
- (1) Prior to beginning the bidding phase of the project, the Consultant shall obtain the City's acceptance, in writing, of the construction documents. Such acceptance shall not be construed as approval of the adequacy of the construction documents.
 - (2) The time schedule for work under this phase shall be governed by the times shown in the printed project bid package(s), as modified by any addenda. During this phase, the Consultant's duties shall include, but not be limited to:
 - (i) Preparing and submitting the project documents, bid documents, and the invitations for bids for the written acceptance of City prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed as approval of the adequacy of the documents and shall

not relieve the Consultant of the responsibility for design deficiencies, errors, or omissions;

- (ii) Assisting the City in advertising the invitation(s) for bids and assisting in the distribution of bid documents;
- (iii) Preparation and submittal to the City of a tentative pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
- (iv) Providing the City with two (2) copies of the bid package and Bid Documents or such other number as are required by the proposal;
- (v) Distributing copies of the bid package(s) and bid documents, and collecting deposits, if any, for same.
- (vi) Answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared and distributed to the bidders as an addendum, with explanatory notes if necessary;
- (vii) Preparing any necessary addenda;
- (viii) Participating in the pre-bid conference with prospective bidders;
- (ix) Attending the bid opening set by the City and furnishing tabulation sheets for bidders;
- (x) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders, assisting in the preparation and certification of the bid tabulation and recommending the lowest responsive bidder; and
- (xi) Performing all work noted in all applicable portions of Exhibit A.

(f) Construction Administration Phase:

- (1) The construction administration phase shall commence with execution of the construction contract(s) and the issuance of the Notice to proceed to the Project Contractor(s), or the first of them, by the City.
- (2) The time schedule for Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid. No additional compensation will be paid to the Consultant because of extensions of the Contractor's period of performance or other performance schedule revisions.
- (3) The Consultant shall assist at a pre-construction conference with the Contractor and shall take and distribute to the City and the Contractor written minutes of the pre-construction conference and of all meetings conducted by the Consultant.
- (4) The Consultant shall take written minutes of all project meetings and shall distribute such minutes to the City and Contractor within five (5) days.

- (5) The Consultant shall conduct meetings, which shall be held on as needed basis basis, at which time the Contractor and the Consultant may discuss and, in conjunction with the City, resolve such matters as procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements. Additional special job site meetings shall be held when deemed necessary by the Consultant.
- (6) On the basis of the Consultant's on-site visits, the Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
- (7) The Consultant shall, within ten (10) working days of receipt of each pay request from Contractor, determine the amount owing to Contractor and shall certify requests for payment in such amounts, on the basis that the Work has progressed to the point indicated and that the quality of work is in accordance with the contract documents, or, within the same ten (10) days, reject the pay request for due cause and advise the Contractor and, in either scenario, submit the pay request to the responsible City official.
- (8) If, in the Consultant's opinion, the Contractor has fallen behind schedule, the Consultant shall immediately notify the Project Leader. If the Contractor refuses or fails to prosecute the work, or any part thereof, with such diligence as will insure its completion within the time specified in the Contract Documents, or any extension thereof, or fails to complete said work within such time, or refuses to correct defective work, the Consultant shall immediately notify the City and recommend a course of action.
- (9) The Consultant will be the interpreter of the requirements of the Project Plans and Specifications. The Consultant will render written interpretations within ten days of receipt of any written request or within an agreed upon time limit.
- (10) The Consultant shall reject work which, in the Consultant's opinion, does not conform to the Contract Documents, and shall notify the Contractor and the City of the reason for each such rejection. To confirm compliance with the Contract Documents, drawings, specifications, designs and plans, the Consultant may request approval by the City to direct the Contractor to uncover any portion of the work in accordance with the General Contract Conditions.
- (11) The Consultant shall review and approve all shop drawings, samples and other required submissions of the Contractor in a timely manner. Such general submissions shall be approved for use on the project only if, and when, the Consultant has ascertained that they are in conformance with the design concept of the project and in compliance with contract documents. Submissions of Contractor(s) shall be acted on and returned to the Contractor within ten (10) days of receipt thereof. If review and return are delayed beyond the time set out above, the Consultant shall notify Contractor and City of such delay, in writing, before expiration of the approval date, stating the reason for the delay. Resubmittals shall be acted on and returned to Contractor within five (5) days. The Contractor shall submit to the Consultant prior to the beginning of construction, a schedule of submittals. No shop drawing or submittal will be approved prior to the receipt of the submittal schedule.
- (12) The Consultant shall review and analyze all written requests for Change Orders, including any documents offered to substantiate such requests. The Consultant shall submit written recommendations to the City concerning all requests for change orders, and shall prepare and issue those change orders approved by City.

- (12) All change orders shall be on forms supplied by the City. The Consultant shall keep a current record of all variations or departures from the drawings and specifications as originally approved and shall maintain careful supervision over all changes in final drawings in the course of the work.
- (13) The City will transmit a copy of all completed change orders to the Consultant for use in checking shop drawings and compiling record drawings for project construction.
- (14) The Consultant shall ensure that no changes are made in the work, by any party, without prior written consent of the City except the Consultant may authorize minor changes in the work not affecting the project value or cost or time of completion, and shall inform the City of such approvals or directions in writing.
- (15) The Consultant shall observe and systematically review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the contract documents. If any work is not in conformance with the contract documents, the Consultant shall immediately make an oral report of such nonconformance to the Contractor, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The Consultant, however, does not assume and is not responsible for any of the Contractor's construction means, methods, techniques, or safety programs in constructing the project. The on-site visits by the Consultant shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Consultant considers necessary to safeguard the interests of the City through a determination that the work is being performed in compliance with the contract documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.
- (16) On each visit to the site, the Consultant shall make, and file within seven (7) days with the City, a field report using the form(s) approved by the Project Leader for each individual project.
- (17) Should the Contractor or any subcontractor fail to comply with the Contract Documents, drawings, specifications, designs and plans prepared by the Consultant, the Consultant shall report such failure to the non-complying Contractor and Project Leader. If the Project Leader is unable to be reached in person or by phone, the Consultant shall, if appropriate, issue a stop-work order to the contractor for up to four hours. If in issuing such a stop-work order to the contractor, the Consultant acts in accordance with the professional standards for performance of its services under this agreement, it shall not be responsible for any delay in the performance of the work caused by the issuance of such stop-work order. After the expiration of the four-hour stop-work order, or as soon as notice is given to the City by the Consultant, whichever occurs first, the Consultant shall recommend to the City whether the suspension should continue and provide the City with a written statement regarding the circumstances surrounding the issuance of the stop-work order. Any further suspension of the work shall be the responsibility of the City.
- (18) The Consultant shall notify the Project Leader of specific critical observations it intends to carry out during the various phases of the project.

- (19) If the Consultant becomes aware of any condition or event constituting a material default by the Contractor or that otherwise justify termination of a Contractor for cause, the Consultant shall notify the City immediately.
- (20) Upon the completion of the entire work or a designated portion thereof, the Consultant shall, in consultation with the City, issue a certificate of substantial completion in accordance with the provisions of the construction contract and its general and/or special contract Conditions.
- (21) The Consultant shall, in consultation with the City, provide to the Contractor(s) and to the City a close-out program, including a comprehensive process to ensure timely, efficient and proper completion of all punch list items by the Contractor in accordance with the provisions of the contract documents.
- (22) "Record drawings" shall be defined as a revised set of drawings submitted by a consultant or contractor upon completion of a project or a particular job that reflect all apparent changes made in the specifications and working drawings during the construction process, and locations of all elements of the work completed under the contract.

Prior to final inspection, the Consultant shall obtain the original "redline" drawings and final survey, if applicable, as well as a conformed copy of the project specifications from each Contractor. Based on these documents, the Consultant shall prepare, as necessary, and deliver to the Project Leader record drawings and a conformed copy of the project specifications showing all changes made during construction. Such record drawings shall reflect all known modifications to the original drawings and shall be made from the "redline" sets of drawings prepared by Contractor along with the final survey information as applicable. These final record drawings shall incorporate the Consultant's observations, shall be made in a professional manner and shall be stamped and signed by the Consultant as being record drawings. These final record drawings shall be delivered to the Project Leader in hard copy and .pdf format, together with all of the "redline" drawings provided by the Contractor(s) and the final survey records, as applicable, from which they were derived. The last five percent (5%) of the Consultant's basic services fee for each project will not be paid until such record drawings and all support documents required are received.

- (23) The Consultant shall attend the substantial completion inspection with the Contractor and the City to ascertain that all work performed by the Contractor has been performed in accordance with the contract documents. At the time of such substantial completion inspection, a final punch list shall be agreed to by the Consultant and the City, and made in sufficient detail to fully outline to the Contractor: (1) any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.
- (24) Prior to final payment to the Contractor, the Consultant shall review all outstanding claims, Contractor requests and final punch list work, of any type or description, which have not been settled during the Contractor's work on the project and shall prepare a written report outlining the background and status of such claims, deficient or outstanding work and deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding claims and work.
- (25) One month prior to the expiration of the warranty or other correction of work period provided for in the general and/or special contract conditions to the

contract documents, the Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished by the Consultant to the City and the Contractor and the Consultant shall issue the necessary directives to the Contractor to require that the deficiencies are corrected at no cost to the City.

- (26) The Consultant shall also include as part of this phase all remaining and applicable portions of **Exhibit A**.

2.08 Surveying and Testing:

- (a) The Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly of the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.
- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Manager prior to the Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.
- (f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this agreement, the Consultant shall notify the City in writing immediately.

2.09 Compliance with Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) Requirements.

- (a) The Consultant identified in its Proposal MBE and/or WBE firms with

which it will seek to subcontract under this Agreement, with a total participation goal of 10%.(b)The Consultant has an ongoing, affirmative obligation to maintain for the duration of this agreement, at a minimum, compliance with its goal of MBE and WBE participation upon which this agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this agreement through change order, contract amendment, force account, or as otherwise. The Consultant acknowledges that:

- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the MBE/WBE participation goal.
- (2) If change orders or any other contract modifications are issued under the agreement, the Consultant shall have a continuing obligation to immediately inform the City in writing of any agreed upon increase or decrease in the scope of work of such contract, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to the City for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Consultant shall be subject to a goal for MBE/WBEs equal to the original goal on the contract which was included in the proposal. The Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new MBE/WBEs the Consultant shall supply the City documentation with respect to the increased dollar value of the contract.
- (4) Should any questions arise regarding specific circumstances, the Consultant must consult with the Manager.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Consultant for its service performed and expenses incurred under this Agreement and each Task Order as follows.

- 3.01 **Basic Services:** The City agrees to pay the Consultant, as compensation for any basic services rendered for a particular Project, either a maximum basic services fee, to be set forth in each approved project, proposals prepared prior to commencement of any and all work under this agreement, or an amount based on the Consultant's periodic invoices, whichever is less.
- 3.02 **Reimbursable Expenses:** Unless expressly authorized by the City as part of any approved project proposal, the City will not compensate the Consultant for expenses such as postage, travel accommodations, food and beverage, mileage, telephone, reproduction and messenger service costs incurred in connection with the work performed under this agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, and record drawing reproducible, are not included in the hourly rates, and will be itemized as part of each on-call work order as a not-to-exceed reproducible expense.
- 3.03 **Surveying and Testing:** The Consultant shall provide topographic surveying services as part of the project but, shall be reimbursed costs for any previously approved plats, utility locating and testing

services it provides for any assigned project, subject to the terms and conditions set forth herein and any boundary surveying, utility locating and testing budget limits for that specific project.

- 3.04 Additional Services: The Consultant shall be compensated for any previously approved additional services performed for any assigned project, subject to the terms and conditions set forth herein and an additional services budget limits for that specific project.
- 3.05 Special Services: Subject to prior approval of such costs by the Manager, the Consultant shall be paid its actual costs for special supplies or services and when applicable for Consultant's actual time spent overseeing work not included within individual projects subsequently incorporated herein, but which the City specifically directs the Consultant to provide under this agreement.
- 3.06 Invoices: The Consultant shall invoice and be paid monthly in proportion to the progress of the work on each assigned project. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services as identified by this agreement. The rates contained in Exhibit B can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 5.27. The Consultant shall maintain hourly records of the time worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated as necessary to show direct charges to specific projects and to distinguish fees and expenses. Upon submission of such invoices to the City Project Leader, and approval by the City, payment shall be issued within 30 days of receipt. Final payment to the Consultant, for each assigned project, shall not be made until after the project is accepted, certificates of completion, and Record Drawings and support documentation are delivered to the City, and the duties agreed to in the approved project proposal for that project are otherwise fully performed by the Consultant. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to any assigned project contractor.
- 3.07 Maximum Contract Amount; Funding:
- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement.
 - (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Henderson City Council for the particular projects assigned to the Consultant under this agreement for the particular year(s) in which this Agreement is in effect, and paid into the City. As of the date of this agreement, funds have been appropriated for this Agreement. The City's intent is to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned project, at the time it accepts each proposal for a specific project. The Director, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on a specific project.

- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific project to exceed the amount appropriated for the Consultant's work on a specific project is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Director that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a project are sufficient to cover the entire cost of such work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on June 13, 2016y and shall expire on May 30, 2019, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Manager.
- (b) The Manager may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory under this Agreement, in the sole discretion of the Manager. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Consultant shall be liable to City for all reasonable cost of what the City would have paid the Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Consultant's services are terminated, postponed or revised, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

- (a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Consultant shall notify City in writing of any information or requirements provided by the City which the Consultant believes to be inaccurate or inappropriate to the design or construction of the project.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to Consultant.

5.02 Ownership of Documents:

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final engineering documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at each project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, in electronic and hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, "Documents"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 United States Code, § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection, copying and electronic scanning, the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Leader, upon termination or expiration of this Agreement.
- (f) Notwithstanding anything to the contrary of Section 5.02, the City agrees to hold harmless the Consultant against any such claims that may arise from unauthorized document reuse.

- 5.03 Taxes and Licenses: The Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this agreement. The Consultant shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Consultant shall promptly pay all owed bills,

debts and obligations, by the dates noted in billings, it incurs performing work under this agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

- 5.04 **Consultant's Records:** Records of the Consultant's direct personnel, consultant and reimbursable expenses pertaining to this agreement and records of accounts between the City and the Consultant shall be kept on a generally recognized accounting basis. The Consultant agrees that any duly authorized representative of the City, including but not limited to an auditor, working on behalf of the City, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to the Project under this Agreement. Consultant's further agrees to make its personnel available to the City and its representatives, to provide information, both written and verbal required for review of work performed and actions taken by the Consultant in execution of its contract with the City.
- 5.05 **Assignment and Subcontracting:** The City is not obligated or liable under this agreement to any party other than the Consultant named herein. The Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this agreement.
- 5.06 **No Discrimination in Employment:** In connection with the performance of work under this agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

5.07 **Insurance:**

General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in North Carolina and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the notices section of this agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the agreement prior to placement of coverage. Consultant certifies that the attached certificate of insurance complies with all insurance requirements of this agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this agreement. The City may require additional proof of insurance, including but not limited to policies and endorsements.

Additional Insureds: For commercial general liability and Auto Liability, Consultant and subcontractor's insurer(s) shall name the City its elected and appointed officials, employees and volunteers as additional insured.

Waiver of Subrogation: For all coverages, Consultant's insurer shall waive subrogation rights against the City.

Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

Workers' Compensation/Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain employer's liability insurance with limits defined in the Request for Qualifications (dated March 2016) per occurrence for each bodily injury claim, per occurrence for each bodily injury caused by disease claim, and aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation insurance shall effect such rejection during any part of the term of this agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this agreement.

Commercial General Liability: Consultant shall maintain a commercial general liability insurance policy with limits defined in the RFQ for each occurrence, for each personal and advertising injury claim, products and completed operations aggregate, and policy aggregate.

Business Automobile Liability: Consultant shall maintain business automobile liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

Professional Liability: Consultant shall maintain limits as defined in the RFQ per claim and policy aggregate limit.

Additional Provisions:

- (1) For commercial General Liability, the policies must provide the following:
 - (i) That this agreement is an insured contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (ii) A severability of interests, separation of insureds or cross liability provision; and
 - (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (3) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have

been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Indemnification:

- (a) To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Consultant's duty to indemnify City shall arise at the time written notice of a claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a defendant.
- (c) Insurance coverage requirements specified in this agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (d) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

5.10 Contract Documents; Order of Precedence. This agreement consists of Sections 1 through 5, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

Exhibit A	Consultant's Scope of Work
Exhibit B	Consultant's Rates
Exhibit C	Consultant's Key Personnel
Exhibit D	Insurance Certificate

5.11 When Rights and Remedies Not Waived: In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist on the part of the Consultant. No assent, expressed or implied, to any breach of the agreement shall be held to be a waiver of any later or other breach.

- 5.12 **Governing Law; Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, the City Charter and Municipal Code of the City of Henderson, and the ordinances, regulations and orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Municipal Code of the City of Henderson, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any judicial action arising hereunder shall be courts of the County of Vance, North Carolina and the United States District Court for the Eastern District of North Carolina, as appropriate.
- 5.13. **Conflict of Interest:**
- (a) The Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Consultant is performing or anticipates performing for other entities on the same or interrelated projects. In the event that Consultant fails to disclose in writing actual or potential conflicts, the Manager, in his sole discretion, may terminate the applicable task order or the Agreement.
 - (b) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of City Charter, its Code or the North Carolina General Statutes.
 - (c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
- 5.14 **No Third Party Beneficiaries:** Enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Consultant, and nothing contained in this agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the City or the Consultant receiving services or benefits under this agreement shall be deemed to be an incidental beneficiary only.
- 5.15 **Time is of the Essence:** The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Consultant is vital. In recognition of the critical nature of the timely completion of its Services, the Consultant shall insure that all of its obligations will be performed hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the work and in strict accordance with the time periods for the services to be performed by the Consultant as set forth in this Agreement.
- 5.16 **Taxes, Charges and Penalties:** The City N shall not be liable for the payment of taxes, late charges, or penalties of any nature
- 5.17 **Proprietary or Confidential Information:**
- (a) **City Information:** The Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Consultant may have access to proprietary data or confidential information or confidential personal data of City personnel, which may be owned, maintained or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used

only in the performance of its obligations under this agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary data" shall include, but is not limited to, geographic materials or geographic

Information Systems ("GIS") data owned by the City including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents or any other materials or information which may be designated or marked "proprietary" or "confidential" and provided to or made available to the Consultant by the City. Such y data may be in hardcopy, printed, digital or electronic format.

- (b) Consultant's Information: The parties understand that all the material provided or produced under this Agreement may be subject to the North Carolina Open Records Act, and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees it has the responsibility to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant's intervention to protect and assert its claim of privilege against disclosure under this section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

5.18 Use, Possession or Sale of Alcohol or Drugs: The Consultant, its officers, agents, and employees shall cooperate and comply with all local, state and federal statutes, regulations and requirements concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Consultant from City facilities, participating in City operations and, at discretion of the City, immediate termination of the agreement.

5.19 No Employment of Illegal Aliens to Perform Work under the Agreement:

- (a) (a) The Consultant certifies that:
- (1) At the time of its execution of this agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this agreement.
 - (2) It will participate in the E-Verify Program to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (b) The Consultant also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement, through participation in the E-Verify Program.
It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including,

by way of example, all program requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien.

It will comply with any reasonable request made in the course of an investigation by the North Carolina Department of Labor, the City or personnel retained by the City to review the matter. (d) . If Consultant violates any provision of any certification required or made pursuant to this agreement, the City may terminate this agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

- 5.22 Survival of Certain Contract Provisions. The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period."
- 5.23 Advertising And Public Disclosure. The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials. Any oral presentation or written materials related to services performed under this agreement shall include only services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the City Council, the City Manager, the Director and the Manager.
- 5.24 Legal Authority. Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this agreement. Each person signing and executing this agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute this agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of this agreement. The City shall have the right, in its

Sole discretion, to either temporarily suspend or permanently terminate this agreement if there is a dispute as to the legal authority of either Consultant or the person signing the agreement to enter into this Agreement.

- 5.25 Notices. Notices, concerning the termination of this Contract, notices of alleged or actual violations of the terms or conditions of this Contract, and other notices of similar importance, including changes to the person to be notified or their addresses, shall be made:

to the City: Director Engineering
900 S. Beckford Drive
Henderson, North Carolina 27536

with a copy to: City Attorney
115 N. Garnett Street
Post Office Box 1820
Henderson , North Carolina 27536

to the Consultant: Scott Whalen, PE
WK DICKSON & CO., INC.
720 Corporate Center Drive
Raleigh, NC 27607

All notices shall be in writing and provided by either personal delivery or certified mail, return receipt requested. All notices are effective upon delivery.

- 5.26 Severability: It is understood and agreed by the parties hereto that, if any part, term, or provision of this agreement, except for the provisions of this agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of North Carolina, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- 5.27 Agreement as Complete Integration-Amendments: This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original agreement. This agreement and any amendments shall be binding upon the parties, their successors and assigns.

5.28 Counterparts of this Agreement: This Agreement will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.


WK DICKSON & CO., INC. certifies it is not identified on any list created by the State Treasurer regarding dealings with Iran as required by, and is in compliance with, Article 6E of Chapter 147, State Officers, North Carolina General Statutes.

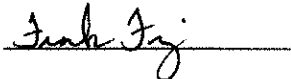
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date set forth on the cover page of this Agreement

Contractor Name:

WK DICKSON & CO., INC.

CITY OF HENDERSON

By: 

By: 

Name Scott Whalen
(please print)

Name: Frank Fiozica
(please print)

Vice President
Title (please print)

City Manager
Title (please print)

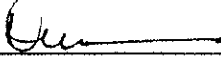
ATTEST: [if required]

By: 

Name Maria Gleeson
(please print)

Title Administrative Assistant
(please print)

Approved as to Legal Form


D. Rix Edwards, City Attorney

10/3/2016
Date

Pre-Audit Certification

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


Joey Fuqda, Finance Director

10/4/16
Date

W.K. DICKSON & CO., INC.
2016 RATE SCHEDULE

<u>LABOR</u>	<u>2016</u>
Principal	\$ 205.00/hr.
Senior Project Manager	\$ 180.00/hr.
Project Manager	\$ 156.00/hr.
Senior Technical Manager	\$ 180.00/hr.
Technical Manager	\$ 156.00/hr.
Senior Project Engineer	\$ 146.00/hr.
Project Engineer	\$ 128.00/hr.
Senior Scientist	\$ 125.00/hr.
Scientist	\$ 110.00/hr.
Landscape Architect	\$ 170.00/hr.
Senior Planner	\$ 160.00/hr.
Planner	\$ 115.00/hr.
Senior Civil Designer	\$ 115.00/hr.
Civil Designer	\$ 102.00/hr.
Senior Technician	\$ 105.00/hr.
Technician	\$ 86.00/hr.
Senior GIS Analyst	\$ 125.00/hr.
GIS Analyst	\$ 105.00/hr.
GIS Technician	\$ 90.00/hr.
Field Survey Party	\$ 128.00/hr.
Professional Land Surveyor	\$ 150.00/hr.
Senior Construction Observer	\$ 125.00/hr.
Construction Observer	\$ 97.00/hr.
Project Administrator	\$ 65.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate (currently \$0.54/mile)
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2016. WK Dickson reserves the right to revise to reflect inflationary increases.

Revised 05-16-16

Client#: 241702

70WKDIC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. P. O. Box 11148 5925 Carnegie Blvd Suite 400 Charlotte, NC 28220	CONTACT NAME: NC Certificate Team		
	PHONE (A/C No, Ext): FAX (A/C No): EMAIL ADDRESS: CCertTeam@bbandt.com		
INSURED W.K. Dickson & Co. Inc. 616 Colonnade Drive Charlotte, NC 28205	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Co		25674
	INSURER B: Phoenix Insurance Company		25623
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDITIONAL INSURER (NWD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		630855J0824TIL15	09/18/2016	09/18/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		810697K1710PHX15	09/18/2016	09/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X X	CUP476E6361TIL15	09/18/2016	09/18/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input checked="" type="checkbox"/> Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below		UB5A92031115	09/18/2016	09/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental name: PSP Properties LLC
Workers Comp information: Other States Coverage
The following individual is excluded from coverage: Corporate Secretary

(See Attached Descriptions)

CERTIFICATE HOLDER City of Henderson 900 S Beckford Drive Henderson, NC 27536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Re: "on-call engineering services agreement"

City of Henderson, its elected and appointed officials, employees and volunteers are additional insured under General Liability & Automobile Liability as per written agreement with the insured. Waiver of Subrogation applies to General Liability, Automobile Liability & Workers Compensation. Umbrella policy is a follow form policy.

SAGITTA 25.3 (2014/01) 2 of 2

#S16856847/M16778778



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Consultants, Inc. P.O. Box 2490 Davidson NC 28036		CONTACT NAME: PHONE (A/C No., Ext): (704) 799-1600 FAX (A/C No.): (704) 799-2955 E-MAIL ADDRESS: cert@imcips.com	
INSURED W. K. Dickson & Co., Inc. 616 Colonnade Drive Charlotte NC 28205		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 5/22/16 PL Renewal **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEP RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		Y	AER008226161	5/22/2016	5/22/2017	PER CLAIM 2,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ref: On-call engineering services agreement

CERTIFICATE HOLDER City of Henderson 900 S. Beckford Drive Henderson, NC 27536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Todd/BD
--	--

ACORD 25 (2014/01)
INS025 (2014/01)

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ORDINANCE 16-42

AN AMENDMENT TO THE FY 2016-2017 BUDGET ESTABLISHING THE PROJECT BUDGET FOR THE USE OF TECHNICAL ASSISTANT GRANT FUNDS BUDGET AMENDMENT #15

WHEREAS, the City Council of the City of Henderson (Council), on June 13, 2016, adopted its FY 16-17 Operating Budget; and

WHEREAS, the Council has created and uses a Capital Improvements Fund for active capital projects and related, applicable grant revenues referred to a 55: Grant Funds; and

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

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

FUND: 55: TECHNICAL ASSISTANCE GRANT			Ordinance 16-42 FY 16-17 Budget Amendment #15			
REVENUES			Approved 13-Jun-16	Current Budget	Amendment	Revised
Department	Line Item	Code				
402: TAG	Technical Assistance Grant	55-402-458212	\$ -	\$ -	\$ 125,000.00	\$ 125,000.00
	Trans. Fr.: 31 Contingency	55-402-461031	\$ -	\$ -	\$ 6,250.00	\$ 6,250.00
Total			\$ -	\$ -	\$ 131,250.00	\$ 131,250.00
						\$ 131,250.00
EXPENDITURES			Approved 13-Jun-16	Current Budget	Amendment	Revised
Department	Line Item	Code				
402: TAG	Engineering	55-402-510301	\$ -	\$ -	\$ 128,250.00	\$ 128,250.00
	Software	55-402-503200	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00
Total			\$ -	\$ -	\$ 131,250.00	\$ 131,250.00
						\$ 131,250.00
Variance					\$ -	
FUND: 31: SEWER						
REVENUES			Approved 13-Jun-16	Current Budget	Amendment	Revised
Department	Line Item	Code				
			\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -	\$ -
EXPENDITURES			Approved 13-Jun-16	Current Budget	Amendment	Revised
Department	Line Item	Code				
660: Non-Dept.	Contingency (Grant Match)	31-660-509900	\$ 25,690.00	\$ 25,690.00	\$ (6,250.00)	\$ 19,440.00
	Trans. To: 55 Grant Project	31-660-561055	\$ -	\$ -	\$ 6,250.00	\$ 6,250.00
Total			\$ 25,690.00	\$ 25,690.00	\$ -	\$ 25,690.00
						\$ 25,690.00
Variance					\$ -	
Reference:			Notes:			
CAF #16-13-B; Ordinance #16-42; Resolution # 16-12-B; BA #15; 10 October 2016 Council Meeting			This CAF amends the budget to establish the project budget using Technical Assistant Grant funds in the amount of \$125,000 and the City of Henderson's 5% match of \$6,250 for engineering services and software.			

The foregoing Ordinance 16-42, 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 10 day of Oct. 2016: YES: ***. NO: **. ABSTAIN: **. ABSENT: **.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

*Reference: Minute Book 44 p. ***; CAF 16-13-C*

Reviewed by: _____ Date: _____
Joseph Fuqua, Finance Director

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

**AIA Grant for Sewer Asset Inventory, Condition Assessment &
Asset Management Planning
for the
City of Henderson, NC
October 3, 2016**

PROJECT SCOPE & PROJECT BUDGET

In July of 2016 the City of Henderson was awarded an Asset Inventory and Assessment (AIA) Grant by the State Water Infrastructure Authority. The AIA grant of \$125,000 is to be matched by \$6,250 in funds from the City.

Henderson's asset inventory in the city's GIS database still has large gaps in critical attribute information that need to be populated in order for GIS to be a more effective tool in establishing an effective asset management plan and more proactive CIP. Henderson has implemented a work order management program, but desires greater clarity on data collection, management and assessment in order to derive the maximum value from the information that is being collected in the field. The City's capital planning effort has mostly been reactive and they desire to have a more systematic approach to condition assessment in the entire system, to predict how much repair, replacement and rehabilitation (R/R/R) will be needed to reduce Sanitary Sewer Overflows (SSOs) in the system. This City faces significant Inflow and Infiltration (I&I) in their collection system, and particularly in the Sandy Creek sewer sub-basin. With so many areas where additional data is needed, Henderson must prioritize where to focus its initial efforts under this project. Because of the chronic SSOs in the Sandy Creek basin, Henderson has chosen to prioritize some initial data improvements and data analysis in this area while determining where to focus follow-up efforts in other parts of the sewer system.

This Sandy Creek sub-basin serves most of the eastern portion of Henderson's sewer collection system and receives flow from 3 other pump stations that are tributary to the system. The Sandy Creek Pump Station (SCPS) pumps the flow via force main to a point in the collection system where it can flow by gravity through the Nutbush Creek Interceptor to the City's Water Reclamation Facility. The City has rehabilitated the pumps and controls in the SCPS, but the force main is older and sanitary sewer overflows (SSOs) upstream of the station remain a problem. Henderson has performed several condition assessment and I&I studies in the SCPS basin in past, so it has some sense of the condition of the assets, however there is a reasonable concern that hydraulic limitations in the gravity collection system or SCPS force main are causing or contributing to the SSOs.

Over the next two years, the City will undertake several steps to continue filling in the gaps in the asset inventory, to establish prioritized cost-effective solutions to continue reducing or eliminating chronic SSOs in the SCPS basin, and to create a sustainable and systematic approach to tackling the on-going condition assessment, inventory updates and R/R/R needs throughout the entire collection system with the enhanced information that will become available over that time. Each step in the process will ultimately provide the City with a clearer understanding of the prioritized needs in the sewer system and a path forward for addressing them more effectively.

In this effort, the City intends to:

1. Utilize their existing flow monitoring equipment in the SCPS basin to better understand the dry and wet weather flow patterns and provide this data to the consultant;
2. Geocode the water billing data in the SCPS basin in order to understand water consumption and probable baseline sewer flows in that basin;
3. Update the asset inventory on a targeted group of manholes and sewer lines in the SCPS basin that would be used to form the backbone of a skeletonized sewer hydraulic model;
4. Utilize their CCTV inspection equipment to conduct on-going condition assessment in the gravity sewer system;
5. Ultimately the City will take the same process and develop the same tools in the other sewers basins served by the City.

The AIA Grant and Henderson's matching funds (\$131,250) will be used to:

6. Acquire updated software for their existing CCTV equipment that will allow the City to quickly code deficiencies using NASSCO PACP standards, allowing for more efficient and standardized assessment of sewer defects;
7. Identify the targeted assets in the SCPS basin where the City should focus its initial update of the asset inventory, so that they can form the basis of the skeletonized sewer hydraulic model;
8. Prepare a skeletonized model of the Sandy Creek sewer sub-basin, which has consistently seen sanitary sewer overflows (SSOs) upstream of the Sandy Creek Pump Station (SCPS) and wet weather peaking factors in excess of 10;
9. Incorporate geocoded water billing data into the sewer hydraulic model;
10. Perform scenario analysis in the model to evaluate potential hydraulic limitations on base dry weather flows as well as options that can reduce the hydraulic grade line during frequently occurring rainfall events and reduce SSOs;
11. Provide the hydraulic model and results to the City for on-going updates, expansion of the skeletonized model and use by their internal engineering staff for ongoing CIP development;

12. Assist the City with the integration of their work order management platform into an ongoing sewer condition assessment program by developing and implementing protocols and processes that will allow Henderson to consistently derive value from the data for use in their asset management and CIP planning.
13. Develop a system-wide prioritized list of condition assessment, inventory update, and rehabilitation, repair and replacement projects in the collection/conveyance system that the City can use to establish a more proactive understanding of system needs over extended planning periods of 10, 20 and 40 years. For the City's sewer collection system, WK Dickson will use historical information from operations and maintenance staff and records, available GIS information, and best management practices from across the water industry to help the City develop a projection of the annual R/R/R effort and condition assessment needed to adequately sustain the system based on typical asset service life spans. This information will also be utilized to establish a preliminary prioritization of the needs. With corresponding cost estimates, Henderson will have a focused plan for on-going system-wide improvements with estimated costs for an extended period. As the City continues to update and improve its asset inventory with its own resources, the data can be used to update the prioritization and plan.
14. Provide a report documenting the results of the project and recommendations for on-going enhancements.

PROJECT BUDGET

Acquire and Implement IT Pipe PACP model for CCTV inspection	\$ 3,000
Identify the targeted assets in the SCPS basin	\$ 5,000
Prepare a skeletonized model of the SCPS basin Incorporate water data	\$ 33,000
Model scenario analyses	\$ 22,000
Work order management/Condition Assessment integration protocol development	\$ 25,000
Multi-year system-wide prioritized list condition assessment, inventory update, and rehabilitation, repair and replacement project	\$ 30,250
Project Reporting and documentation	\$ 13,000
Project Total	\$ 131,250

PROJECT SCHEDULE

- Geocode water billing data 120 days from NTP
- Identify the targeted assets in the SCPS basin 45 days from NTP
- Update the asset inventory on targeted assets in SCPS basin 180 days from NTP
- Prepare skeletonized model of the SCPS basin 240 days from NTP
- Complete model scenario analysis 360 days from NTP
- Develop data assessment and trend analysis protocols from Cartegraph work order info 120 days from NTP
- Develop a preliminary prioritized list of condition assessment, inventory update, and rehabilitation, repair and replacement projects in the collection system 480 days from NTP
- Provide a report documenting the results of the project and recommendations for on-going enhancements. Provide a process for the City to continue this work in other sewer basins. 520 days from NTP

RESOLUTION 16-12-B

AUTHORIZING THE ACCEPTANCE OF A TECHNICAL ASSISTANCE GRANT
RELATIVE TO ASSET MANAGEMENT AND SANITARY SEWER MODELING TO MEET
THE GUIDELINES OF THE NORTH CAROLINA STATE DEPARTMENT OF
ENVIRONMENTAL QUALITY RESOURCES

WHEREAS, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2016 Strategic Planning Retreat; *and*

WHEREAS, two of the Key Strategic Objectives are addressed by this request as follows: **KSO 5: To Provide Reliable, Dependable and Environmentally Compliant Infrastructure Systems;** and **KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities;** *and*

WHEREAS, the North Carolina Department of Environmental Quality's Division of Water Infrastructure has increased Technical Assistance Grants to a \$150,000 cap to encourage municipalities to develop Asset Management Programs to evaluate infrastructure and roll this information into a 10 year Capital Improvement Plan; *and*,

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the 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 and planning of improvements of wastewater and drinking water systems, *and*

WHEREAS, the City of Henderson has need for and intends to complete an asset inventory and assessment of its wastewater and drinking water systems described as the entity name Wastewater/Water Systems Asset Inventory and Assessment project, *and*

WHEREAS the City Council approves the acceptance of a NCDEQ Technical Assistance Grant in the amount of \$125,000 from the 2016 funding cycle and approves a 5% match in the amount of \$6,250. (*Attachment A*)

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

That the City of Henderson, the Applicant, will arrange financing for all remaining costs of the project including required matching funds for a State grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the Mayor is hereby authorized to execute and accept a grant on behalf of the Applicant with the State of North Carolina for a grant to aid in the completion of the planning project described above.

That the Mayor is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the grant.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 12th day of September, 2016 at Henderson, North Carolina.

The foregoing Resolution 16-12-B introduced by Council Member Elliott and seconded by Council Member Coffey, on this the 12th day of September 2016, and having been submitted to a roll call vote, was **APPROVED** by the following votes: YES: Rainey, Elliott, Daeke, Simmons, Williams, Coffey and Inscoe. NO: None. ABSTAIN: None. ABSENT: Daye.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

Reference: Minute Book 44, p 152, CAF 16-13-B

**Resolution 16-12-B
Attachment A**



DISTRIBUTION	
Office of City Manager	
8/1/16	
C. Thomas	

PAT MCCRORY

DONALD R. VAN DER VAART

KIM H. COLSON

August 1, 2016

RECEIVED
AUG 1 1 2016
BY: P.S.P.

Mr. Frank Frazier, City Manager
City of Henderson
134 Rose Avenue
Henderson, NC 27536

SUBJECT: Asset Inventory and Assessment Grant
Letter of Intent to Fund
Wastewater Infrastructure Assessment
April 2016 Application Cycle
Project No. E-AIA-W-16-0002

Dear Mr. Frazier:

The Division of Water Infrastructure has reviewed your application to the Asset Inventory and Assessment grant program, and the State Water Infrastructure Authority has approved your project as eligible to receive a grant. The total grant amount will be \$125,000 with a required match of 5%. A grant fee of 1.5% will be invoiced with the grant offer.

The first milestone is the submittal of a preliminary project scope and schedule by August 31, 2016. Once we receive this information, we will contact you to arrange a meeting to define the eligible project scope, determine the milestones for project deliverables and establish an estimated schedule for grant disbursements.

Please note that work conducted prior to the scoping meeting may later be determined to be ineligible, so please contact us if you desire to proceed before the meeting. Some items included in the application may not be eligible for funding.

We look forward to working with you on this project. If you have questions, please contact Amy Simes, PE, Senior Program Manager at 919-707-9192.

Sincerely,

Kim H. Colson, P.E.

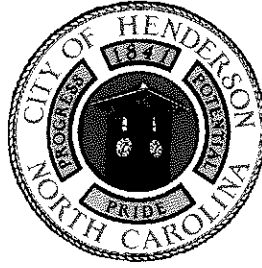
CC: Mr. Mark Fisher, PE, WK Dickson, Raleigh
Amy Simes, PE
Mark Hubbard, PE
AIA File

Nothing Compares™

State of North Carolina | Environmental Quality | Water Infrastructure
1633 Mail Service Center, Raleigh, North Carolina 27699 | Location 512 N. Salisbury Street, Raleigh, North Carolina 27604
919 707 9160 T

City Council Action Form

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



Council Meeting: 10 Oct. 2016 Reg. Meeting

30 September 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council
FR: Frank Frazier City Manager
RE: **CAF: 16-106 Consideration of Approval of Resolution 16-71, Authorizing the Mayor and City Manager to Sign Amendments to the State Archives Records Retention Schedule**

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- KSO 1: *Implement Performance Excellence* – Implement Process Improvements

Recommendation:

- Approval of Resolution 16-71, Authorizing the Mayor and City Manager to Sign Amendments to the State Archives Records Retention Schedule
- **Executive Summary**

According to North Carolina General Statutes §§121-5 and 132-3, without City Council's official approval of the Records Retention Schedule, each municipality is obligated to obtain the Department of Cultural Resource's permission to destroy any record, no matter how insignificant. Periodically amendments are made to the Schedule that need to be brought before Council for approval.

The most recent amendments were received on September 30, 2016, by the City Clerk and the sections being amended are as follows:

- Standard 4: Item 32, *Escheat and Unclaimed Property File* and Standard 12: Item 1-A, *Accreditation Records*; Item 36, *Medical Leave Act (FMLA)*; Item 42, *Leave File*, and Item 43, *Leave Without Pay*
- Standard 6: Item 3, *911 Recordings* and Item 18, *Emergency Notifications*, and Standard 9: Item 136, *Law Enforcement Audio and Video Recordings*
- Standard 12: Item 19, *Employee Eligibility Records*

Attachments:

1. Resolution 16-71

CAF 16-106: 10 October 2016 Council Meeting

RESOLUTION 16-71

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN AMENDMENTS TO THE STATE ARCHIVES RECORDS RETENTION SCHEDULE

WHEREAS, the City Council conducted its Annual Planning Retreat in January 2016, and during said Retreat identified Strategic Objectives and Goals; *and*

WHEREAS, this Resolution addresses KSO 1: *Implement Performance Excellence* – Implement Process Improvements; *and*

WHEREAS, according to North Carolina General Statutes §§121-5 and 132-3, public records may only be destroyed with the consent of the Department of Cultural Resources; *and*

WHEREAS, the State Archives of North Carolina recently published amendments to the 2016 Municipal Schedule.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY RATIFY AND APPROVE the City Manager's and Mayor's signature on the Records Retention Schedule Amendment, being more fully articulated in *Attachment A* of this Resolution.

The foregoing Resolution 16-71, introduced by Council Member ** and seconded by Council Member ** on this the 9th day of March, 2015, and having been submitted to a roll call vote, was APPROVED by the following votes: YES: . NO: . ABSTAIN: . ABSENT: .

James D. O'Geary, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

*(Reference: Minute Book 44, p.**)*

**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS

Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 29.

STANDARD 12. PERSONNEL RECORDS

Adding item 1-A Accreditation Records as shown on substitute page 101. Superseded
January 5, 2015
~~Amending item 19 Employee Eligibility Records as shown on substitute page 105.~~
Amending items 36 Family Medical Leave Act (FMLA) Records, 42 Leave File, and 43 Leave Without Pay File as shown on substitute pages 110-111.

APPROVAL RECOMMENDED

City/Town Clerk

Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor



Susan W. Kluttz, Secretary
Department of Cultural Resources

August 29, 2013

Municipality

**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

Amending Item 3, 911 Recordings as shown on substitute page 41 and Item 18 Emergency Notifications as shown on substitute page 43.

STANDARD 9. LAW ENFORCEMENT RECORDS

Amending Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

APPROVAL RECOMMENDED

City/Town Clerk

Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor



Susan W. Kluttz, Secretary
Department of Natural and Cultural Resources

Municipality: _____

October 1, 2016

**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 9. LAW ENFORCEMENT RECORDS

~~Adding Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.~~

Superseded
October 1, 2016

STANDARD 12. PERSONNEL RECORDS

Amending Item 19, Employee Eligibility Records, as shown on substitute page 105.

APPROVAL RECOMMENDED

City/Town Clerk

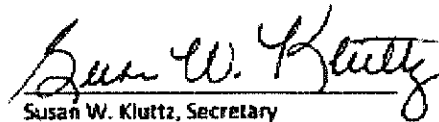
Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor

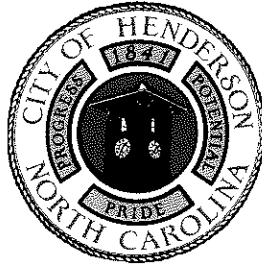


Susan W. Kluttz, Secretary
Department of Cultural Resources

January 5, 2015

City Council Action Form

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



Council Meeting: 10 Oct. 2016 Regular Meeting

3 October 2016

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

FR: Frank Frazier., City Manager

RE: CAF: 16-94-A

Consideration of Approval of 1) Resolution 16-63-A, Authorizing the Acceptance of Wal-Mart Community Grant for the Henderson Fire Department in the Amount of \$1,500; and 2) Ordinance 16-19, FY BA #13, To Establish the Budget for Said Grant

Ladies and Gentlemen:

Council Goals Addressed By This Item:

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

Recommendation:

- Approval of 1) Resolution 16-63-A, Authorizing the Acceptance of Wal-Mart Community Grant for the Henderson Fire Department in the Amount of \$1,500; and 2) Ordinance 16-19, FY BA #13, To Establish the Budget for Said Grant

Executive Summary

On September 12, 2016 the City Council approved submission of an application for grant funding from the Wal-Mart Community Grant (Resolution 16-63) to purchase a Bright Link 595 Wi-Interactive 3 LCD Projector. This grant application was submitted and notice of approval was received via email to Lieutenant Corey Adams on September 30, 2016. The award amount of \$1,500.00 was received on October 3, 2016.

Staff recommends acceptance of this grant.

Attachments:

1. Resolution 16-63-A
2. Ordinance 16-19
3. Copy of email notification of Grant Award

**RESOLUTION
16-63-A**

**AUTHORIZING THE ACCEPTANCE OF A WAL-MART COMMUNITY GRANT
BY THE HENDERSON FIRE DEPARTMENT IN THE AMOUNT OF \$ 1,500**

WHEREAS, the Henderson City Council (Council) conducted its Annual Planning Retreat in January 2016, and during said Retreat identified eight Key Strategic Objectives (KSO) and Goals; *and*

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

WHEREAS, the City Council authorized on 12 September 2016, via Resolution 16-63-A, the application for grant funding from Wal-Mart Community Grant to purchase one Bright Link 595 Wi-Interactive 3 LCD

WHEREAS, Wal-Mart has approved grant funding in the amount of \$1,500 to assist with the purchase one Bright Link 595 Wi-Interactive 3 LCD

WHEREAS, there is no required match by the City of Henderson.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT IT DOES HEREBY AUTHORIZE the City Manager to accept the grant funding, from Wal-Mart Community Grant as outlined above.

The foregoing Resolution 16-63-A, introduced by Council Member _____ and seconded by Council Member _____ on this the 10th day of October 2016, and having been submitted to a roll call vote, was ***** by the following votes: YES: NO: ABSENT: ABSTAIN.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney

ORDINANCE 16-19

**AN AMENDMENT TO THE FY 2016-2017 BUDGET ESTABLISHING A
BUDGET FOR THE WALMART COMMUNITY GRANT
BUDGET AMENDMENT #13**

WHEREAS, the City Council of the City of Henderson (Council), on June 13, 2016, adopted its FY 16-17 Operating Budget; *and*

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

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

Fund: 55: WALMART COMMUNITY GRANT			Ordinance 16-19 FY 16-17 Budget Amendment #13			
Department	Line Item	Code	Approved 13-Jun-16	Current Budget	Amendment	Revised
216 - Fire	Walmart Community Grant	55-216-458225	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
EXPENDITURES						
Department	Line Item	Code	Approved 13-Jun-16	Current Budget	Amendment	Revised
216 - Fire	Capital Outlay <\$5,000	55-216-507400	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
		<i>variance</i>			\$ -	\$ 1,500.00
Reference:			Notes:			
CAF #16-94-A; Ordinance #16-19; Resolution 16-63-A; BA# 13; 10 Oct. 2016 City Council Meeting			To approve acceptance of the Walmart Community Grant for the purchase of a Bright Link 595 Wi-Interactive 3 LCD Projector initially applied for and approved by Council via Resolution 16-63 on 9/12/16.			

The foregoing Ordinance 16-19, 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 10 day of Oct. 2016: YES: ***. NO: **. ABSTAIN: **. ABSENT: **.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk
Reference: Minute Book 44 p. ***, CAF 16-94-A

Reviewed by: _____ Date: _____
Joseph Fuqua, Finance Director

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

-----Original Message-----

From: do-not-reply@cybergrants.com [mailto:do-not-reply@cybergrants.com]

Sent: Friday, September 30, 2016 4:45 PM

To: Adams, Corey

Subject: Walmart Community Grant Request ID 29711655, Facility # 6091

Dear Corey Adams,

Congratulations! The Walmart Community Grants Team and Facility # 6091 are pleased to inform you that your Community Grant application for Request ID 29711655 has been selected to receive a \$1,500.00 grant.

Your grant will be mailed to the address provided in the submitted application. Please allow 4-6 weeks for delivery. If you do not receive your check in that time, or have moved since submitting this grant request, please contact the facility manager to make further inquiries. For your reference we have provided the check information below:

Check # 1072509

At Walmart, we strongly believe in giving back and are proud to support organizations that improve communities where our customers and associates live and work.

As a Community Grant recipient, we encourage you to celebrate this accomplishment. Please contact your Distribution Center / Logistics manager to discuss recognition opportunities and other ways to generate grant awareness.

We appreciate your efforts to help people live better and wish you success.

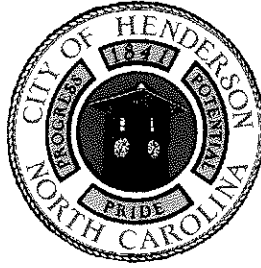
Sincerely,

The Walmart Community Grants Team

CG/JMAIL/87448553

City Council Action Form

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



Council Meeting: 10 Oct 16 Regular Meeting

September 13, 2016

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

FR: Mr. Frank Frazier, City Manager

RE: CAF: 16-58-A

Consideration of Approval of 1) Resolution 16-45-A, Authorizing the Acceptance of the 2016 BJA Grant in the Amount of \$19,996; and 2) Ordinance 16-39, FY17 Budget Amendment #12, Establishing the 2016 BJA Grant Project Budget.

Ladies and Gentlemen:

Council Goals Addressed By This Item:

- *KSO2: Reduce Crime:* To Reduce Crime and Provide for a Safe Community; *and KSO 8: Provide Financial Resourcing:* To provide sufficient funds for municipal operations and capital outlay necessary to meet the needs of citizens, customers and mandates of regulatory authorities.

Recommendation:

Approval of:

- Resolution 16-45-A, Authorizing the Acceptance of the 2016 BJA Grant in the Amount of \$19,996.00;
- Ordinance 16-39, FY17 Budget Amendment #12, Establishing the 2016 BJA Grant Project Budget.

Executive Summary

On 25 May 2016, City Council authorized the submission of an application to the US Department of Justice for the 2016 BJA JAG Grant in the amount of \$19,996.00 via Resolution 16-45. This grant is an annual submission that shares funding between the City and County. This years' allocations are in the amounts of \$11,997.60 and \$7,998.40; respectively.

Notice has been received of grant award in the amount requested; therefore, it is appropriate for Council to accept the grant by approving Resolution 16-45-A- and Ordinance 16-39 to establish the grant project budget.

The City of Henderson Police Department will use its share of the grant funds to purchase three (3) new In-Car Mobile Camera Audio/Video Recorders to install in three (3) marked police department vehicles currently without in-car camera units.

The Vance County Sheriff's Office intends to use its portion of allocated funds to purchase needed equipment for sworn deputies for which budgeted funds were not available.

Attachments:

1. Resolution 16-45-A
2. Ordinance 16-39
3. Resolution 16-45

**RESOLUTION 16-45-A
AUTHORIZING ACCEPTANCE OF
THE 2016 BJA JUSTICE ASSISTANCE GRANT
FOR THE CITY OF HENDERSON POLICE DEPARTMENT
AND THE COUNTY OF VANCE SHERIFF DEPARTMENT**



WHEREAS, the Henderson City Council (Council) identified eight Key Strategic Objectives (KSO) at its 2016 Strategic Planning Retreat; *and*

WHEREAS, two of the Key Strategic Objectives are addressed by this request as follows: **KSO 2: To Reduce Crime and Provide for a Safe Community**; *and* **KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities**.

WHEREAS, the Council authorized the submission of a grant application for 2016 BJA funding that would be shared between the City of Henderson and the County of Vance via *Resolution 16-45* at the Council's 25 May 2016 meeting, said grant application being in the amount of \$19,996.00, with \$7,998.40 being designated for the Vance County Sheriff's Department and \$11,997.60 being designated for the City's Police Department; *and*

WHEREAS, the City has received notice of grant award in the amount of \$19,996.00, said grant funds to be distributed to the City's Police Department and the County's Sheriff Department as noted in the preceding paragraph and it is now appropriate to accept the grant.

NOW, THEREFORE BE IT RESOLVED BY THE HENDERSON CITY COUNCIL THAT it does hereby accept the 2016 BJA Grant in the amount of \$19,996.00, and said funds to be disbursed in accordance with grant requirements to the Henderson Police Department, in the amount of \$11,997.60 for the purchase of mobile cameras and the Vance County Sheriff Department in the amount of \$7,998.40 for the purchase of law enforcement ballistic vests; *and*

BE IT FURTHER RESOLVED THAT the Mayor and City Manager are authorized to sign all documents necessary to accept and execute grant with the US Department of Justice, said grant agreement being more fully articulated in *Attachment A* of this Resolution.

The foregoing Resolution 16-45-A, introduced by Council Member _____ and seconded by Council Member _____, on this the ____th day of _____ 2016 and having been submitted to a roll call vote, was _____ by the following votes:: YES: NO: ABSTAIN: ABSENT:

Eddie Ellington, Mayor

ATTEST:

Esther McCrackin, City Clerk

Approved to Legal Form:

D. Rix Edwards, City Attorney
Reference: Minute Book 44, p **; CAF 16-58-A



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 8, 2016

Mr. Frank Frazier
City of Henderson
P.O. Box 1434
134 Rose Avenue
Henderson, NC 27536-4142

Dear Mr. Frazier:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$19,996 for City of Henderson.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tamaro White, Program Manager at (202) 353-3503; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

[Signature]

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 8, 2016

Mr. Frank Frazier
City of Henderson
P.O. Box 1434
134 Rose Avenue
Henderson, NC 27536-4142

Dear Mr. Frazier:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), 205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.




If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 12																
1. RECIPIENT NAME AND ADDRESS (including Zip Code) City of Henderson P.O. Box 1434 134 Rose Avenue Henderson, NC 27536-4142		4. AWARD NUMBER: 2016-DJ-BX-0366																		
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017																		
2a. GRANTER ILS/VENDOR NO. 566001245		6. AWARD DATE 09/08/2016	7. ACTION Initial																	
2b. GRANTEE DUNS NO. 082368156		8. SUPPLEMENT NUMBER 00																		
3. PROJECT TITLE Henderson/Vance BJA IAG Grant 2016		9. PREVIOUS AWARD AMOUNT \$ 0																		
		10. AMOUNT OF THIS AWARD \$ 19,996																		
		11. TOTAL AWARD \$ 19,996																		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - IAG) 42 USC 3750, et seq.																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																				
15. METHOD OF PAYMENT GPFS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Frank Franzer City Manager																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE																
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OJP FORM 4000-2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000-2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2016-DJ-BX-0166

AWARD DATE 09/03/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after – (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

OJP FORM 4000-2 (REV. 4-85)



U.S. Department of Justice
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**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 12

PROJECT NUMBER 2016-DJ-BX-0366

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that — for purposes of federal grants administrative requirements — OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



U.S. Department of Justice
Office of Justice Programs
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AWARD CONTINUATION
SHEET
Grant

PAGE 4 OF 12

PROJECT NUMBER 2016-DJ-BX-0366

AWARD DATE 09/03/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



U.S. Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
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Grant**

PAGE 1 OF 12

PROJECT NUMBER 2016-DJ-BX-0366

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
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PROJECT NUMBER 2016-DJ-BX-0366

AWARD DATE 09/02/2016

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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



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PROJECT NUMBER 2016-DJ-BX-0366

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

25. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_granicondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

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



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SPECIAL CONDITIONS

27. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
31. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfil.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfil.org).
32. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
33. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



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34. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

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

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

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

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

35. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
36. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.



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SPECIAL CONDITIONS

38. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
39. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
40. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
41. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.opp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformance.com). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
42. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
43. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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SPECIAL CONDITIONS

45. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
46. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
48. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
49. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
- Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
50. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Henderson

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

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

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-DJ-BX-0366

PAGE 1 OF 1

This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Tamara White
(202) 353-3503

2. PROJECT DIRECTOR (Name, address & telephone number)

Perry Twisdale
Captain
P.O. Box 1434
134 Rose Avenue
Henderson, NC 27536-4142
(252) 432-6037

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Henderson/Vance BJA IAG Grant 2016

5. NAME & ADDRESS OF GRANTEE

City of Henderson
P.O. Box 1434 134 Rose Avenue
Henderson, NC 27536-4142

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2017

9. AMOUNT OF AWARD

\$ 19,996

10. DATE OF AWARD

09/08/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The city of Henderson and Vance County have been identified as disparate and have agreed to share the aggregate of funds allocated to them through the FY 2016 JAG Program. The city of Henderson will use their share of the funds to purchase new in-car mobile camera audio-video recording systems. The new technology

will replace older systems and will be used by the police department to record the activities and vehicle stops of officers in marked patrol vehicles. Video recordings will be used as evidence in criminal cases, defend against false claims filed against officers, and enhance public safety and officer accountability. Vance County will use their share of the funds to purchase ballistic body armor for sworn officers. The new vests will enhance officer safety by replacing old and out of warranty body armor that is currently in use. NCA/NCF

ORDINANCE 16-39

AN AMENDMENT TO THE FY 2016-2017 BUDGET ESTABLISHING A BUDGET FOR THE BJA GRANT BUDGET AMENDMENT #12

WHEREAS, the City Council of the City of Henderson (Council), on June 13, 2016, adopted its FY 16-17 Operating Budget; *and*

WHEREAS, the Council has created and uses a Grant Projects Fund for active grant projects; *and*

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

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

FUND: 55: GRANTS PROJECT: 215: 2016 BJA Grant		Ordinance 16-39 FY 16-17 Budget Amendment # 12 Establishing Grant Project 55-215: 2016 BJA Grant			
		Approved 13-Jun-16	Current Budget	Amendment	Revised
REVENUES					
<i>Line Item</i>	<i>Account</i>				
Bureau of Justice Grant	55-215-458218	\$ -	\$ -	\$ 19,996.00	\$ 19,996.00
		\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ 19,996.00	\$ 19,996.00
					\$ 19,996.00
EXPENDITURES					
<i>Line Item</i>	<i>Account</i>	Approved 13-Jun-16	Current Budget	Amendment	Revised
Capital Outlay > \$5,000	55-215-507405	\$ -	\$ -	\$ 11,997.60	\$ 11,997.60
Vance County Sheriff's Share	55-215-509031	\$ -	\$ -	\$ 7,998.40	\$ 7,998.40
		\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ 19,996.00	\$ 19,996.00
					\$ 19,996.00
	Variance			\$ -	
Reference:		Notes:			
CAF 16-58-A; Ordinance 16-39; Budget Amendment # 12: 10 Oct. 2016 Council Meeting		Amendment to establish the grant project for the 2016 BJA Grant. These funds are to be shared with Vance County on a 60/40 split. City/County respectively. The City's portion will be used to purchase mobile cameras and the County's portion will be used to purchase law enforcement equipment.			

The foregoing Ordinance 16-39, upon motion of Council Member ** and second by Council Member ***, and having been submitted to a roll call vote and received the following votes and was *** on this the 10 day of Oct. 2016: YES: ***. NO: **. ABSTAIN: **. ABSENT: **.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

*Reference: Minute Book 44 p. ***; CAF 16-58-A*

Reviewed by: _____ Date: _____
Joseph Fuqua, Finance Director

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

RESOLUTION 16-45

CAF 16-58-A
Attachment #3

AUTHORIZING THE APPLICATION FOR GRANT FUNDING FROM THE US DEPARTMENT OF JUSTICE BJA JUSTICE ASSISTANCE GRANT PROGRAM FOR 2016

WHEREAS, the Henderson City Council identified eight Key Strategic Objectives (KSOs) at its 2016 Strategic Planning Retreat; *and*

WHEREAS, two of the Key Strategic Objectives are addressed by this request as follows: *KSO 2: To Reduce Crime and Provide for a Safe Community*, and *KSO 8: To Provide Sufficient Funds for Municipal Operations and Capital Outlay Necessary to Meet the Needs of Citizens, Customers and Mandates of Regulatory Authorities*; *and*

WHEREAS, the Henderson Police Department is the law enforcement agency with the responsibility for law enforcement within the City of Henderson (City); *and*

WHEREAS, the Henderson Police Department seeks to use sworn officers to address crime and disorder problems within the City more effectively and safely; *and*

WHEREAS, the Henderson Police Department has successfully applied for and received grant funding for Law Enforcement purposes from the US Department of Justice BJA Justice Assistance Grant Program (BJA JAG) in the past; *and*

WHEREAS, the US Department of Justice BJA JAG Program has announced that funding applications be submitted to their program for consideration for funding in the 2016-2017 Federal Fiscal Year; *and*

WHEREAS, the City and Vance County (County) have entered into and executed Memorandums of Understanding with regards to funding from the US Department of Justice BJA JAG in the past; *and*

WHEREAS, the City and County have agreed to disperse the funds from US Department of Justice BJA JAG Programs in the past with 60% of the funding being dispersed to the City and 40% to County as a disparate jurisdiction; *and*

WHEREAS, the City has been allocated by the US Department of Justice BJA JAG Program as eligible to apply for \$19,996.00 in funding.

NOW THEREFORE BE IT RESOLVED by the Henderson City Council that it does hereby authorize the Chief of Police of the Henderson Police Department to submit this application for grant funding in the amount of \$19,996.00, being more fully articulated in *Attachment A* to this Resolution, and authorizes the City Manager to approve said Application and the Memorandum of Understanding with County on behalf of the City (*Attachment B* to this Resolution).

The foregoing Resolution 16-45, upon motion of Council Member Coffey and second by Council Member Elliott, and having been submitted to a roll call vote received the following votes and was APPROVED on this the 13th day of June 2016: YES: Williams, Coffey, Inscoc, Rainey, Elliott, Daeke, Simmons and Daye. NO: None. ABSTAIN: None. ABSENT: None.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk

Approved as to Legal Form:

D. Rix Edwards, City Attorney

*Reference: Minute Book 44, p. 118,
CAF 16-58*

City Council Action Form

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



Council Meeting: 10 Oct 16 Regular Meeting

14 September 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council
FR: Frank Frazier, City Manager *3.3.1*
RE: **CAF 16-100**
Consideration of Approval of Tax Releases and Refunds from Vance County for the Month of August 2016.

Ladies and Gentlemen:

Recommendation:

- Approval of Tax Releases and Refunds from Vance County for the Month of August 2016.

Executive Summary

The Vance County Tax office submitted the following tax releases and refunds to the Finance Department for the month of August 2016. These records are found to be in order and are being recommended for approval.

August 2016 Tax Releases			
Name	Reason	Tax Year	Amount
Real & Personal Property			
Releases			
Rojo, Jesus	Person Prop Billed in Error	2013	36.86
Allen, Annie	Adust Value- Evaluation	2016	248.02
Allen, Catherine Trustee	Real property billed in error	2016	8.47
Ayscue, Jean E	Correct Value	2016	74.07
Baskerville, Emma	Adust Value - Evaluation	2016	178.00
Belk Store Services	Correct Value	2016	244.58
Boyd, Johnnie Mitchell	Correct /Grant Ex	2016	440.23
Burwell, Mary A	Adust Value - Evaluation	2016	178.00
Coles, James Thomas	Correct/ Grant Ex	2016	320.40
Cordell, James M	Person Prop Billed in Error	2016	0.71
Curtin Trucking & Dra	Depreciated Equipment	2016	3,177.74
Daniles, Mary Heirs	Adjust Value - Evaluation	2016	178.00
Dennison, Charles M	Correct/ Grant Ex	2016	178.00

Name	Reason	Tax Year	Amount
Real & Personal Property			
Releases			
Ellis, Ann M	Adjust Value - Evaluation	2016	178.00
Fellowship Baptist Church	Religious exemption	2016	15,715.85
First Citizens Bank Leasing	Correct Value	2016	10.58
Gatham Properties, LLC	Correct Ownership	2016	(6,834.61)
Gregg Marjorie W	Correct Value	2016	(178.00)
Grissom, Milton	Correct/ Grant Ex	2016	235.69
Hawkins, Marie Heirs	Adjust Value - Evaluation	2016	109.31
Heirerra, Donna R	Person Prop Billed in Error	2016	47.68
Hicks, Linda K	Adjust Value - Evaluation	2016	304.99
Hope, John Henry	Adjust Value - Evaluation	2016	178.00
Jimenes, Juana	Person Prop Billed in Error	2016	32.25
Journigan, Brenda H	Adjust Value - Evaluation	2016	146.37
Kelly, Virginia P	Correct/ Grant Ex	2016	186.51
Lossa, Katia N	Correct Value	2016	454.06
Marshall, Lindy G	Correct/ Grant Ex	2016	178.00
Matthews, Louise	Adjust Value - Evaluation	2016	198.58
Moore, William Ray	Correct/ Grant Ex	2016	274.31
Neal, John Henry	Adjust Value - Evaluation	2016	178.00
Nelson, Barbara H	Adjust Value - Evaluation	2016	239.85
Norwood, Ronald E	Removed Solid Waste fee	2016	267.42
Owens, Brenda Anne	Person Prop Billed in Error	2016	5.14
Perry, Barbara J	Correct/ Grant Ex	2016	174.85
Riggan, Mattie	Adjust Value - Evaluation	2016	92.18
Salazar, Jose	Correct Value	2016	13.05
Short, Helen D	Correct/ Grant Ex	2016	249.23
Southerland, Carolyn J	Adjust Value - Evaluation	2016	132.81
SRS of Henderson, LLC	Correct Ownership	2016	6,834.61
Toole, Frankie S	Correct/ Grant Ex	2016	434.44
Van Brunt, Robert L	Correct/ Grant Ex	2016	320.40
Vass, Clara	Correct/ Grant Ex	2016	168.47
Vision of Hope International	Charitable	2016	159.23
Wallace, David	Adjust Value - Evaluation	2016	178.00
Winders, Mary D	Adjust Value - Evaluation	2016	442.01
Total R&P Property Releases			26,390.34
Real & Personal Property			
Refunds	NONE		0.00
Total R&P Property Refunds			26,390.34
Total R&P Prop. Rel. & Ref.			\$ 26,390.34
Tot. Veh. Rel. & Ref.	NONE		\$ -
Total All Releases & Refunds			\$ 26,390.34

RESOLUTION***Johnnie Jacqueline Young Mims Sanders***

WHEREAS, Johnnie Jacqueline Young Mims Sanders was born on October 31, 1913 in Vance County; *and*

WHEREAS, Mrs. Sanders graduated from Henderson Institute in 1932 and went on to receive from North Carolina Central University a B.A. in History; a B.S. in Library Science and an M.A. in Elementary Education; *and*

WHEREAS, for over forty-five years, Mrs. Sanders taught young children in the Vance County School System, served as a consultant and retired as a Media Specialist; *and*

WHEREAS, Mrs. Sanders was active in her church where she was active on various committees, served as the Music Director, Christian Education Director and Church Delegate; *and*

WHEREAS, Johnnie Jacqueline Young Mims Sanders transitioned to her heavenly home on Saturday, October 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Henderson City Council, on behalf of all our citizens, hereby goes on record as recognizing the contributions made by Johnnie Jacqueline Young Mims Sanders and offers her family this sincere expression of condolence.

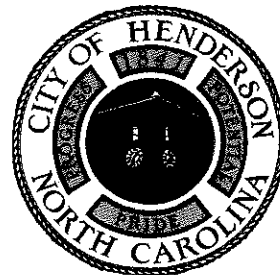
BE IT FURTHER RESOLVED that this Resolution be presented to her family.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this the 6th day of October, 2016.

Eddie Ellington, Mayor

Attested by:

Esther J. McCrackin City Clerk



PROCLAMATION

Fire Prevention Month October 2016



WHEREAS, the city of Henderson is committed to ensuring the safety and security of all those living in and visiting Henderson; *and*

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; *and*

WHEREAS, one-fifth of all homes with smoke alarms are not working; *and*

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; *and*

WHEREAS, all smoke alarms should be replaced at least once every ten years; *and*

WHEREAS, Henderson's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education.

NOW, THEREFORE, I, Eddie Ellington, Mayor of the City of Henderson, do hereby proclaim the month of October 2016 as *Fire Prevention Month*, and urge all the citizens of Henderson to find out how old the smoke alarms are in their homes and to replace them if they are more than 10 years old. .

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Henderson in the State of North Carolina this October 10, 2016.



Eddie Ellington, Mayor

Attested by:



Esther J. McCrackin City Clerk

16-11



ELMWOOD CEMETERY SEWER REPLACEMENT, HENDERSON, NORTH CAROLINA

DIVISION 1 - GRAVITY SEWER				BIDDERS					
				Haren Construction Co., Inc.		H.G. Reynolds Co., Inc.		Moffat Pipe, Inc.	
No	UNIT PRICE ITEMS	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization (3% max.)	LS	1	\$64,900.00	\$64,900.00	\$44,502.00	\$44,502.00	\$60,000.00	\$60,000.00
2	24" DI Gravity Sewers w Special Interior Coating, All Depths	LF	350	\$362.00	\$126,700.00	\$240.00	\$84,000.00	\$500.00	\$175,000.00
3	24" DI Gravity Sewers w Special Interior Coating, Long Span	LF	80	\$460.00	\$36,800.00	\$420.00	\$33,600.00	\$750.00	\$60,000.00
4	12" DI Gravity Sewers w Special Interior Coating, All Depths	LF	50	\$298.00	\$14,900.00	\$162.00	\$8,100.00	\$500.00	\$25,000.00
5	24" PVC PS115 Gravity Sewers, 0-6 Ft. Depth	LF	385	\$274.00	\$105,490.00	\$153.00	\$58,905.00	\$100.00	\$38,500.00
6	24" PVC PS115 Gravity Sewers, 6-8 Ft. Depth	LF	1300	\$294.00	\$382,200.00	\$153.00	\$198,900.00	\$105.00	\$136,500.00
7	24" PVC PS115 Gravity Sewers, 8-10 Ft. Depth	LF	710	\$313.00	\$222,230.00	\$163.00	\$115,730.00	\$110.00	\$78,100.00
8	24" PVC PS115 Gravity Sewers, 10-12 Ft. Depth	LF	260	\$333.00	\$86,580.00	\$180.00	\$46,800.00	\$120.00	\$31,200.00
9	24" PVC PS115 Gravity Sewers, Over 12 Ft. Depth	LF	200	\$351.00	\$70,200.00	\$200.00	\$40,000.00	\$140.00	\$28,000.00
10	18" PVC PS115 Gravity Sewers, 0-10 Ft. Depth	LF	220	\$330.00	\$72,600.00	\$139.00	\$30,580.00	\$80.00	\$17,600.00
11	12" PVC PS115 (SDR 26) Gravity Sewers, All Depths	LF	110	\$319.00	\$35,090.00	\$139.00	\$15,290.00	\$200.00	\$22,000.00
12	8" PVC PS115 (SDR 26) Gravity Sewers, All Depths	LF	100	\$314.00	\$31,400.00	\$139.00	\$13,900.00	\$150.00	\$15,000.00
13	36" Steel Encasement Pipe by Bore and Jack	LF	110	\$1,555.00	\$171,050.00	\$1,780.00	\$195,800.00	\$1,300.00	\$143,000.00
14	8' Diam. Standard Precast Manhole, All Depths	EA	3	\$11,810.00	\$35,430.00	\$13,791.00	\$41,373.00	\$22,000.00	\$66,000.00
15	6' Diam. Standard Precast Manhole, 0-8 Ft. Depth	EA	4	\$5,547.00	\$22,188.00	\$7,136.00	\$28,544.00	\$14,000.00	\$56,000.00
16	6' Diam. Standard Precast Manhole, 8-10 Ft. Depth	EA	6	\$6,302.00	\$37,812.00	\$8,060.00	\$48,360.00	\$15,000.00	\$90,000.00
17	6' Diam. Standard Precast Manhole, 10-12 Ft. Depth	EA	3	\$7,895.00	\$23,685.00	\$10,773.00	\$32,319.00	\$16,000.00	\$48,000.00
18	6' Diam. Standard Precast Manhole, Over 12 Ft. Depth	EA	3	\$8,090.00	\$24,270.00	\$11,803.00	\$35,409.00	\$25,000.00	\$75,000.00
19	4' Diam. Standard Precast Manhole, All Depths	EA	7	\$3,539.00	\$24,773.00	\$6,300.00	\$44,100.00	\$13,000.00	\$91,000.00
20	5' Diam. Doghouse Manhole, All Depths	EA	2	\$5,655.00	\$11,310.00	\$5,981.00	\$11,962.00	\$14,000.00	\$28,000.00
21	Connect Existing 24" Pipe to New Manhole	EA	1	\$4,382.00	\$4,382.00	\$4,200.00	\$4,200.00	\$8,500.00	\$8,500.00
22	Connect Existing 18" Pipe to New Manhole	EA	1	\$4,022.00	\$4,022.00	\$3,980.00	\$3,980.00	\$8,500.00	\$8,500.00
23	Connect Existing 12" Pipe to New Manhole	EA	10	\$3,210.00	\$32,100.00	\$1,665.00	\$16,650.00	\$3,500.00	\$35,000.00
24	Connect Existing 8" Pipe to New Manhole	EA	2	\$2,985.00	\$5,970.00	\$1,556.00	\$3,112.00	\$3,500.00	\$7,000.00
25	Manhole Removal and Disposal	EA	9	\$3,136.00	\$28,224.00	\$2,300.00	\$20,700.00	\$1,000.00	\$9,000.00
26	Manhole Demolition and Abandonment	EA	14	\$2,865.00	\$40,110.00	\$2,100.00	\$29,400.00	\$1,500.00	\$21,000.00
27	Manhole Vent Assembly	EA	9	\$1,060.00	\$9,540.00	\$1,180.00	\$10,620.00	\$3,500.00	\$31,500.00
28	Concrete Supports for Aerial Sewer	EA	2	\$5,004.00	\$10,008.00	\$5,000.00	\$10,000.00	\$15,000.00	\$30,000.00
29	Anti-Seepage Collars	EA	14	\$563.00	\$7,882.00	\$1,500.00	\$21,000.00	\$2,000.00	\$28,000.00
30	Asphalt Road Repair	LF	50	\$150.00	\$7,500.00	\$120.00	\$6,000.00	\$180.00	\$9,000.00
31	Asphalt Drive Repair	LF	250	\$100.00	\$25,000.00	\$45.00	\$11,250.00	\$65.00	\$16,250.00
32	Restoration of Surfaces and Streams	LS	1	\$126,456.00	\$126,456.00	\$131,400.00	\$131,400.00	\$100,000.00	\$100,000.00
33	Rock Excavation (min. unit price of \$25/CY)	CY	1000	\$141.00	\$141,000.00	\$40.00	\$40,000.00	\$325.00	\$325,000.00
34	Coat Interior of New Manhole	EA	28	\$200.00	\$5,600.00	\$1,680.00	\$47,040.00	\$600.00	\$16,800.00
35	Coat Interior of Existing Manhole	EA	5	\$10,148.00	\$50,740.00	\$3,500.00	\$17,500.00	\$8,000.00	\$40,000.00
36	Washed Stone Undercut 6" Depth As Directed By Engineer	TON	800	\$74.00	\$59,200.00	\$25.00	\$20,000.00	\$48.00	\$38,400.00
37	House Demolition	LS	1	\$8,788.00	\$8,788.00	\$6,900.00	\$6,900.00	\$15,000.00	\$15,000.00
TOTAL OF ALL UNIT PRICE BID					\$2,166,130.00		\$1,527,926.00		\$2,022,850.00

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 27th day of September, 2016, at the City's Operation Center, 900 South Beckford Drive, Henderson, North Carolina 27536.

DOUGLAS G. CHAPMAN, PE



1240 19th Street Lane, NW
Hickory, North Carolina 28601
License No. C-0459

ELMWOOD CEMETERY SEWER REPLACEMENT, HENDERSON, NORTH CAROLINA

DIVISION 2 - FORCE MAIN				BIDDERS					
				Haren Construction Co., Inc.		H.G. Reynolds Co., Inc.		Moffat Pipe, Inc.	
No	UNIT PRICE ITEMS	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
1	Mobilization (3% max)	LS 1	\$20,600.00	\$20,600.00	\$15,052.00	\$15,052.00	\$13,000.00	\$13,000.00	
2	18" RI Ductile Iron Force Main Sewers	LF 160	\$265.00	\$42,400.00	\$265.00	\$42,400.00	\$433.00	\$69,280.00	
3	18" PVC C905 Force Main Sewers	LF 1000	\$220.00	\$220,000.00	\$158.00	\$158,000.00	\$118.00	\$118,000.00	
4	6' Diam. Standard Precast Manhole, 0-8 Ft. Depth	EA 1	\$12,400.00	\$12,400.00	\$7,136.00	\$7,136.00	\$12,500.00	\$12,500.00	
5	Connect Existing 12" Pipe to New Manhole	EA 10	\$3,556.00	\$35,560.00	\$500.00	\$5,000.00	\$700.00	\$7,000.00	
6	Connect Existing 18" Pipe to New Force Main Sewer	LS 1	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$10,500.00	\$10,500.00	
7	Manhole Removal and Disposal	EA 4	\$5,000.00	\$20,000.00	\$2,500.00	\$10,000.00	\$1,000.00	\$4,000.00	
8	Air Valve and Vault	EA 1	\$10,313.00	\$10,313.00	\$13,400.00	\$13,400.00	\$17,000.00	\$17,000.00	
9	Pig Receiving Manhole	EA 1	\$25,000.00	\$25,000.00	\$55,000.00	\$55,000.00	\$26,000.00	\$26,000.00	
10	Bypass Station	EA 2	\$9,498.00	\$18,996.00	\$15,000.00	\$30,000.00	\$15,000.00	\$30,000.00	
11	NCDOT Asphalt/Concrete Base Road Repair	LF 65	\$650.00	\$42,250.00	\$320.00	\$20,800.00	\$421.00	\$27,365.00	
12	Asphalt Road Repair	LF 1000	\$150.00	\$150,000.00	\$90.00	\$90,000.00	\$62.00	\$62,000.00	
13	Restoration of Surfaces and Streams	LS 1	\$59,000.00	\$59,000.00	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00	
14	Rock Excavation (min. unit price of \$25/CY)	CY 100	\$153.00	\$15,300.00	\$100.00	\$10,000.00	\$205.00	\$20,500.00	
15	Allowance: CSX Utility Maintenance Requirements	LS 1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
TOTAL OF ALL DIVISION 2 UNIT PRICE				\$689,319.00		\$511,788.00		\$434,145.00	
DIVISION 3 - FORCE MAIN				BIDDERS					
				Haren Construction Co., Inc.		H.G. Reynolds Co., Inc.		Moffat Pipe, Inc.	
No	UNIT PRICE ITEMS	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
1	Mobilization (3% max)	LS 1	\$15,160.00	\$15,160.00	\$11,146.00	\$11,146.00	\$11,000.00	\$11,000.00	
2	18" PVC C905 Force Main Sewers	LF 720	\$220.00	\$158,400.00	\$158.00	\$113,760.00	\$140.00	\$100,800.00	
3	Connect Existing 18" Pipe to New Force Main Sewer	LS 1	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$8,800.00	\$8,800.00	
4	Existing Force Main Connection (Includes All Piping, Fittings, Valves,	LS 1	\$40,000.00	\$40,000.00	\$57,988.00	\$57,988.00	\$90,000.00	\$90,000.00	
5	Manhole Removal and Disposal	EA 3	\$5,000.00	\$15,000.00	\$2,500.00	\$7,500.00	\$1,500.00	\$4,500.00	
6	Manhole Demolition and Abandonment	EA 3	\$3,008.00	\$9,024.00	\$2,300.00	\$6,900.00	\$1,500.00	\$4,500.00	
7	Air Valve and Vault	EA 1	\$15,000.00	\$15,000.00	\$13,400.00	\$13,400.00	\$18,000.00	\$18,000.00	
8	NCDOT Asphalt Road Repair	LF 500	\$290.00	\$145,000.00	\$150.00	\$75,000.00	\$120.00	\$60,000.00	
9	Asphalt Road Repair	LF 300	\$150.00	\$45,000.00	\$90.00	\$27,000.00	\$115.00	\$34,500.00	
10	Restoration of Surfaces and Streams	LS 1	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	
11	Rock Excavation (min. unit price of \$25/CY)	CY 100	\$153.00	\$15,300.00	\$100.00	\$10,000.00	\$205.00	\$20,500.00	
12	Allowance: CSX Utility Maintenance Requirements	LS 1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
TOTAL OF ALL DIVISION 3 UNIT PRICE				\$505,384.00		\$377,694.00		\$370,600.00	
TOTAL OF DIVISIONS 1, 2, AND 3				\$3,360,833.00		\$2,417,408.00		\$2,827,595.00	
No.	ALTERNATE BID ITEMS	Qty.	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
A	DIVISION 2 - Chimney Manhole Replacement (Sheet C-105)	LS	1	\$27,150.00	\$27,150.00	\$25,000.00	\$25,000.00	\$13,000.00	\$13,000.00
B	DIVISION 3 - Fill Existing 15" Gravity Sewer with Flowable Fill along Williams Street and Arch Street	LF	700	\$20.00	\$14,000.00	\$13.00	\$9,100.00	\$17.00	\$11,900.00

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 27th day of September, 2016, at the City's Operation Center, 900 South Beckford Drive, Henderson, North Carolina 27536.

DOUGLAS G. CHAPMAN, PE

 1240 19th Street Lane, NW
 Hickory, North Carolina 28601
 License No. C-0459

interest 1.50%

	Principal	principal year 1	interest year 1	total year 1
Div 1	\$ 1,855,000.00	\$ 92,750.00	\$ 27,825.00	\$ 120,575.00
Div 1 and 3	\$ 2,235,000.00	\$ 111,750.00	\$ 33,525.00	\$ 145,275.00
All	\$ 2,800,000.00	\$ 140,000.00	\$ 42,000.00	\$ 182,000.00

interest 2.00%

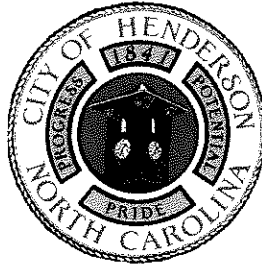
	Principal	principal year 1	interest year 1	total year 1
Div 1	\$ 1,800,000.00	\$ 90,000.00	\$ 36,000.00	\$ 126,000.00
Div 1 and 3	\$ 2,235,000.00	\$ 111,750.00	\$ 44,700.00	\$ 156,450.00
All	\$ 2,800,000.00	\$ 140,000.00	\$ 56,000.00	\$ 196,000.00

MAJOR PROJECT UPDATE REPORT

CIP #	NAME	FUNDED		DESIGN		RIGHT OF WAY ACQUIS.		PERMITS		BIDDING		CONSTRUCTION		COMMENTS
		Yes/No	Dollar Amount	*Engineering Contract Approval	Design			Type	Contract App.	Start Date	Duration			
	GENERAL:													
	Fire Station-Former City Hall Improvements	YES	\$600,000	YES	IP	N/A								
	REGIONAL:													
46-937	Interbasin Transfer of Water	YES	\$ 833,100	YES	IP	NA	NO					2008	2015	Obtained November 2015
46-942	SCADA System Upgrade	YES	\$ 523,000	YES	IP	NA	NO							
46-943	Phase I KLRW Improvements	NO	\$ 19,893,000	YES- FOR FUNDING APPLICATION		NA	NO							SRF FUNDING
	WATER:													
43-952	Beckford Drive Water Main Construction	YES	\$ 200,000	YES	complete	NA	IP							A portion of project was funded by Council. Will award bid in December.
	US158/Beckford Drive WL Loop	No	\$ 650,000											No SRF funding was received.
	12" Line From Satterwhite Road to Nurbush	No	\$ 750,000											
		No****												
	12" Extension for Water and Sewer	Yes	\$ 160,000	In House		NA								
	Peter Gill Rd.	****	\$ 775,000											
	Thomas Lane Area 2" WL Replacements	****	\$ 1,500,000											
	Young Ave. AC water line Replacement	****	\$ 30,000											
	Tank Valves in Vault at each Tank	No****	\$ 365,000											
		****	\$ 25,000											
		No****	\$ 730,000											
	GENERAL/POWERWELL BILL:													
94-942	Beckford Drive Widening	YES & No	\$ 1,700,000	YES	IP	IP	COMPLETE							Bid in January 2017-additional funding may be necessary
	Street Resurfacing	YES	\$ 200,000	IP										Approved by Council.
	SEWER:													
44-847	HWR Facility Renovation Project	YES	\$ 17,017,300	YES	COMPLETE	IP	YES					3/13/2013	18-24 Months	95% Complete
44-857	Sandy Creek Pump Station Project	YES	\$ 1,836,000	IP	IP	N/A	IP							Complete
	Newton Dairy Rd/Birch and Bobbitt St.													
	Sewer Extension Project and Sanitary Sewer extension for North Henderson ***	YES	\$ 1,532,400	YES	COMPLETE	IP	YES							Waiting for State Approval of Design. Obtaining voluntary annexation petitions.
44-842	North Henderson ***	YES	\$ 1,800,000.00	PER Completed	IP	IP	YES							To be brought back to Council for consideration. First Bids rejected second bid pending.
44-854	Elmwood Cemetery Outfall	YES	\$ 725,000.00		IP	IP	IP							Some scads work done as a result of funds in the operating budget- project to be redefined
	WW Pump Stations -SCADA/Generator	No****	\$											

IP=IN PROCESS
 IH=IN HOUSE
 FOR=FORMAL BIDDING
 INF=INFORMAL BIDDING
 * =DESIGNATES ENGINEERING CONTRACT OR CONSTRUCTION CONTRACT APPROVAL BY CITY COUNCIL
 **=WORK WAS PERFORMED BY BORING CONTRACTOR AND CITY FORCES TO PROVIDE ADEQUATE WATER PRESSURE AND DELIVERY
 ***=DESIGN ONLY
 ****=. designates possible project but funding not approved by council
Clark-Henderson Redevelopment Plan
Clark-Technical Assist Grant

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



October 5, 2016

TO: The Honorable Mayor Eddie Ellington and Members of City Council
FR: Frank Frazier, City Manager *J.F.*
RE: **CMR: 16-05**

Subject: Extra Territorial Jurisdiction (ETJ) Boundary Line

Ladies and Gentlemen

The Extra Territorial Jurisdiction is the planning area outside the corporate city limits that extends a mile and one half (1½ miles) beyond the existing city limits line. In this area, the city administers planning, zoning, subdivision, minimum housing, and property maintenance codes. The City of Henderson's ETJ boundary was recreated in 1995 in an effort to control development in areas adjacent to the city limits. When this was drawn there was limited availability of GIS and other electronic data; therefore, roads and other natural boundaries were utilized using large base maps. With new advances in GIS (Geographic Information System), the public has access to mapping data that features streams, creeks, and property lines. For example, the northwest area of the current ETJ map is illustrated 1000 feet offset north of St. Andrews Church Road. This boundary dissects property owner's tracts of land causing split land use of City of Henderson zoning jurisdiction and Vance County zoning jurisdiction, which could lead to conflicting approvals on a tract of land.

The City of Henderson ETJ boundary line does not follow specific property lines in some areas and is based off street center lines with an offset distance. The current boundary line cuts through parcels and creates difficult situations of knowing exactly where the zoning classification is begins and ends. In order to correct this, the boundary line should be adjusted in a manner that is precise enough that, if necessary, a property owner can interpret if their property is included in the ETJ without having to hire a surveyor. The Planning Board, Board of Adjustment, and citizens have concerns with the current ETJ map and the boundary line. Attached is a summary of procedural requirements for ETJ boundary regulations.

I wanted to make you aware that the staff will be studying the current ETJ boundaries and may make recommendations for new boundary line adjustments while following the process for map amendments according to the North Carolina General Statutes.

Attachments:





1. Summary of Procedural Requirements for ETJ boundary regulations

Summary of Procedural Requirements for Extraterritorial Land Use Planning and Regulation

- 1. Prepare adequate boundary description.** There is no requirement to have a surveyed line, but the boundary must be precise enough that a land owner can tell if they are included without hiring a surveyor. Tax maps may be used as a base for drawing the lines.
- 2. Publish newspaper notice of public hearing,** which must appear once a week for two successive weeks, with first notice at least ten but not more than twenty-five days before hearing.
- 3. Mail notice to individual property owners in affected area.** Mailed notice is required for the hearing on adoption of extraterritorial boundary map itself. This notice must be sent four weeks prior to the hearing. A second mailing on application of zoning is also required, and this must be mailed in the 10 to 25 day period prior to the hearing.
- 4. Secure county agreement if county is exercising zoning power, regulating subdivision, and enforcing building code in the area affected or if the area extends more than one mile from the city.** A written, formal county resolution is required in either instance.
- 5. Adopt ordinance by city governing board** setting extraterritorial planning jurisdiction and its boundary.
- 6. File copy of boundary map with city clerk and register of deeds.**
- 7. Amend city zoning ordinance** to add area to zoning maps. Also, other city land use regulations -- subdivision, building codes, housing codes, etc. -- being applied in the extraterritorial areas should be amended to reflect this as well.
- 8. Appoint extraterritorial members to planning board and board of adjustment.** Appointments are made by the county board of commissioners, after a hearing on the appointments. The number of "outside" members relative to the number of "inside" members must be proportional to the population of the ETJ area relative to the city population. City appointments are allowed if the county fails to act.

Meetings and Events Calendar

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

Date	Time	Event	Location
Oct 13 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
Oct 17 th	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Nov 1 st	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
Nov 10 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
Nov 11 th	City Hall Closed		City Hall Closed
Nov 14 th	5:00 PM	Perry Memorial Library Advisory Board Meeting	Perry Memorial Library
Nov 14 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Nov 21 st	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Nov 24 th & 25 th	City Hall Closed		City Hall Closed
Dec 6 th	3:30 PM	Henderson Zoning Adjustment Board Meeting	City Council Chambers
Dec 8 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting	Aycock Recreation Center
Dec 12 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room
Dec 12 th	6:00 PM	City Council Regular Meeting	City Council Chambers
Dec 19 th	3:30 PM	Henderson Planning Board Meeting	City Council Chambers
Dec 23 rd -27 th	City Hall Closed		City Hall Closed
Jan 2 nd	City Hall Closed		City Hall Closed
2017	SCHEDULES HAVE NOT BEEN RECEIVED	ALL 2017 MEETINGS ARE TENTATIVE AND SUBJECT TO CHANGE	2017 SCHEDULES HAVE NOT BEEN RECEIVED
Jan 9 th	5:00 PM	Perry Memorial Library Advisory Board Meeting (tba)	Perry Memorial Library
Jan 9 th	6:00 PM	City Council Regular Meeting <i>If approved</i>	City Council Chambers
Jan 12 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting (tba)	Aycock Recreation Center
Jan 16 th	City Hall Closed	Martin Luther King Jr. Birthday	City Hall Closed
Jan 27 th	10:00 AM	E-911 Advisory Board Meeting	E-911 Operations
Feb 7 th	3:30 PM	Henderson Zoning Adjustment Board Meeting (tba)	City Council Chambers
Feb 9 th	12:00 PM	Henderson-Vance Parks & Recreation Commission Meeting (tba)	Aycock Recreation Center
Feb 13 th	9:30 AM	KLRWS Advisory Board Meeting	City Hall Large Conference Room

Last Updated 13 Sept 2016

HENDERSON-VANCE COUNTY 911
 NUMBER OF CALLS REPORT BY COMPLAINT (ALL UNITS)
 TIME PERIOD:08/28/2016 00:00:01 Through 09/25/2016 23:59:59

TOTAL 5,239

DEPARTMENT	COMMENT	TOTAL	COUNTY	CITY	STATE	OTHER
DATA WITH NO DEPARTMENT		155				155
AFTON VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	0	0			
AMERICAN RED CROSS	Other Dispatch	2				2
BEARPOND VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	32	32			
BERTIE AMBLANCE SERVICE	City & County Dispatch-actual	2				2
COKEBURY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	13	13			
CSX RAILROAD	Other Dispatch	2				2
DREWRY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	4	4			
CENTURYLINK	Other Dispatch	1				1
DUKE ENERGY	Other Dispatch	10				10
EPSOM VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	9	9			
HENDERSON FIRE DEPARTMENT-STA 1	City Dispatch	278		278		
HENDERSON FIRE DEPARTMENT-STA 2	City Dispatch	126		126		
HENDERSON POLICE DEPARTMENT	City Dispatch	2,384		2,384		
HENDERSON STREET DEPT	City Dispatch	2		2		
HENDERSON WATER DEPARTMENT	City Dispatch	19		19		
HICKSBORO VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	12	12			
KITRELL VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	17	17			
NORTH CAROLINA DEPT OF PARKS	State Dispatch	1				1
NORTH CAROLINA DEPT OF TRANSPORTATION	State Dispatch	11				11
NORTH CAROLINA DIVISION OF MOTOR VEHICLES	State Dispatch	0				0
NORTH CAROLINA FORESTRY SERVICE	State Dispatch	4				4
NORTH CAROLINA MEDICAL EXAMINER	State Dispatch	1				1
NORTH CAROLINA PROBATION & PAROLE	State Dispatch	0				0
NORTH CAROLINA STATE HIGHWAY PATROL	State Dispatch	52				52
NORTH CENTRAL MEDICAL TRANSPORTS	City & County Dispatch-actual	2	2			
NORTH CAROLINA WILDLIFE	State Dispatch	1				1
PUBLIC SERVICE GAS	Other Dispatch	2				2
RIDGEWAY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	0	0			
TOWNSVILLE VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	20	20			
VANCE COUNTY AMBULANCE SERVICE (EMS)	City & County Dispatch-actual	540	204	329		
VANCE COUNTY ANIMAL CONTROL	County Dispatch	84	84			
VANCE CO DEPT OF SOCIAL SERVICES	County Dispatch	9		9		
VANCE COUNTY EMERGENCY MANAGEMENT	City & County Dispatch	5		5		
VANCE COUNTY FIRE DEPARTMENT	County Dispatch/FIRE	61	61			
VANCE COUNTY RESCUE SQUAD	County Dispatch	20		20		
VANCE COUNTY SHERIFF DEPARTMENT	County Dispatch	2,157	2,157			
WATKINS VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	25	25			
TOTALS		6,063	2,674	3,138	70	174

Signature: Vivian Lassiter

Prepared by: Vivian Lassiter, Training Supervisor

Signature: Brian K. Short

Reviewed by Brian K. Short, Director

09/25/2016

HENDERSON-VANCE CO 911

Number Of Calls Report by Department (All Units)

First Date: 08/28/2016

Jurisdiction: HEN-VAN

Last Date: 09/25/2016

	<i>Department</i>	<i>Number</i>
1	Data with no Department.	155
2	ARC	2
3	BERT	2
4	BVFD	32
5	CSX	2
6	CVFD	13
7	DOT	11
8	DSS	9
9	DVFD	4
10	EM	5
11	EMBQ	1
12	EMS	540
13	EVFD	9
14	FOR	4
15	GAS	2
16	HFD1	278
17	HFD2	128
18	HPD	2384
19	HVFD	12
20	KVFD	17
21	ME	1
22	NCEN	2
23	PARK	1
24	PE	10
25	SHP	52
26	STRE	2
27	TVFD	20
28	VCAC	84
29	VCFD	61
30	VCR	20
31	VCSO	2157
32	WAKE	1
33	WATE	19
34	WILD	1
35	WVFD	25

***Total:* 5239**

A call with multiple Departments assigned will be counted in the group total for each of these Departments, therefore such calls will be counted more than once. For this reason, the total number of calls may not equal the sum of the group totals

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 08/28/2016

Last Date: 09/25/2016

Complaint		Number
911HU	911 HANG UP CALL	63
ABDOM-EMD	ABDOMINAL PAIN OR PROBLEMS	11
ABNV	ABANDONED VEHICLE	2
ACC-PD	ACCIDENT PROPERTY DAMAGE	101
ACC-PI	ACCIDENT PERSONAL INJURY	3
ALARM	ALARM RESIDENCE OR BUSINESS	257
ALARMFALSE	ALARM FALSE	84
ALARMMED	ALARM MEDICAL	13
ALLERG-EMD	ALLERGIC REACTION / ENVENOMATIC	3
ANIMAL-EMD	ANIMAL BITE / ATTACK	3
ANIM	ANIMAL COMPLAINT/VISCIOUS ANIMAL	66
ARMED SUSP	ARMED SUSPECT (MAN WITH A GUN)	7
ASAG	ASSIST OTHER AGENCY	32
ASMO	ASSIST MOTORIST	51
ASSAULT-EMD	ASSAULT OR SEXUAL ASSAULT	56
BACKPAIN-EMD	BACK PAIN (NON-TRAUMATIC)	4
BE MV	BREAKING AND ENTERING TO A MOTOR	13
BREATH-EMD	BREATHING PROBLEMS	73
BURG-IP	BURGLARY/B&E IN PROGRESS	6
BURGLARY	BURGLARY	57
BURNS-EMD	BURNS (SCALDS) OR EXPLOSIONS (E	2
CAR	CARELESS AND RECKLESS DRIVER	80
CARDIAC-EMD	CARDIAC/RESPIRATORY ARREST OR I	10
CHASE	CHASE	4
CHESTPAI-EMD	CHEST PAIN	45
CHILD-ABU	CHILD ABUSE OR NEGLECT	2
CHOKING-EMD	CHOKING	3
CIVDIS	CIVIL DISPUTE	52
COMTHR	COMMUNICATING THREATS	13
CONTROLBURN	CONTROLLED BURN	1
CONVULS-EMD	CONVULSIONS / SEIZURES	23
DIABETIC-EMD	DIABETIC PROBLEMS	17
DIRTRF	DIRECTING TRAFFIC/TRAFFIC CONTRI	4
DISO	DISORDERLY PERSON	102
DOMEIP/W	DOMESTICE DISPUTE - IN PROGRESS.	6
DOM-PROB	DOMESTIC PROBLEM	83
DRUGALC	DRUG OR ALCOHOL COMPLAINT	30
DRUNKDRIV	DRUNK DRIVER	5
DVO	DOMESTIC VIOLENCE ORDER	7
EFD-ALARMS	ALARMS	17
EFD-CIT ASST	CITIZEN ASSIST / SERVICE CALL	4
EFD-ELEC HAZ	ELECTRICAL HAZZARD	3
EFD-EXPLOSI	EXPLOSION	1
EFD-GAS LEAK	GAS LEAK / ODOR	1
EFD-HAZMAT	HAZMAT	1
EFD-MVC	MOTOR VEHICLE COLLISION	35
EFD-OUTSI FR	OUTSIDE FIRE	5
EFD-SMOK OUT	SMOKE INVESTIGATION OUTSIDE	4
EFD-STRU FIR	STRUCTURE FIRE	14
EFD-VEH FIRE	VEHICLE FIRE	3
EMERG TRANS	EMERGENCY TRANSPORT	5
ESCO	ESCORT	182

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

Jurisdiction: HEN-VAN

First Date: 08/28/2016

Last Date: 09/25/2016

Complaint		Number
EVICTION	EVICTION CARRIED OUT	21
FALLS-EMD	FALLS (SUBJECT FALLEN)	64
FIGHT	FIGHT	27
FIGHT-IP/W	FIGHT IN PROGRESS/W-WEAPONS	3
FIRE AL	FIRE ALARM	4
FOOT PRTL	FOOT PATROL	40
FRAUD	FRAUD/FORGERY	16
HARR	HARRASSMENT/THREATS	29
HEADACHE-EMD	HEADACHE	7
HEART-EMD	HEART PROBLEMS - AICD	7
HEAT/CLD-EMD	HEAT / COLD EXPOSURE	1
HEMORR-EMD	HEMORRHAGE / LACERATION	13
HOMEINV	HOME INVASION	1
HRPD	HIT & RUN PD	18
ILL-DUMP	ILLEGAL DUMPING	3
INDEXPO	INDECENT EXPOSURE	1
INSPECTION	FIRE INSPECTION	7
INTPERS	INTOXICATED PERSON	17
INVE	INVESTIGATE ---- AT	626
IPV	IMPROPERLY PARKED VEHICLE	23
JUV	JUVENILE PROBLEMS	51
LARC	LARCENY - ALREADY OCCURRED	117
LIVEST	LIVESTOCK IN ROADWAY	4
LOIT	LOITERING COMPLAIN	16
LOST	LOST PROPERTY	3
LOUD	LOUD MUSIC	94
MEN	MENTAL SUBJECT	92
MISS	MISSING PERSON	11
OPEN	OPEN DOOR/WINDOW	7
OVERDOSE-EMD	OVERDOSE / POISONING (INGESTION)	5
PDAMG	PROPERTY DAMAGE ALREADY OCCUI	64
PREGNANT-EMD	PREGNANCY/CHILDBIRTH/MISCARRIA	3
PROP CHECK	PROPERTY CHECK	158
PROW	PROWLER	29
RACE	RACING/HIGH SPEED DRIVING	1
RAPE	RAPE	4
RECFPI	RECOVERED/FOUND PROPERTY	9
ROBARM	ROBBERY ARMED	2
ROBBERY	ROBBERY	1
RUN	RUNAWAY	6
SHOP	SHOPLIFTER	10
SHOTS	SHOTS FIRED	84
SICK-EMD	SICK PERSON	101
SPEC	SPECIAL ASSIGNMENT	1
STABBING-EMD	STABBING / GUNSHOT / PENETRATING	9
STOLV	STOLEN VEHICLE	13
STROKE-EMD	STROKE (CVA)	17
SUBINCUS	SUBJECT IN CUSTODY	8
SUICIDE-EMD	SUICIDE / PSYCHIATRIC / ABNORMAL I	4
SUMMONS	CIVIL / CRIMINAL SUMMONS	1
SUPSUB	SUSPICIOUS SUBJECT	77
SURR	SURRENDER	9

HENDERSON-VANCE CO 911

Number Of Calls Report by Complaint

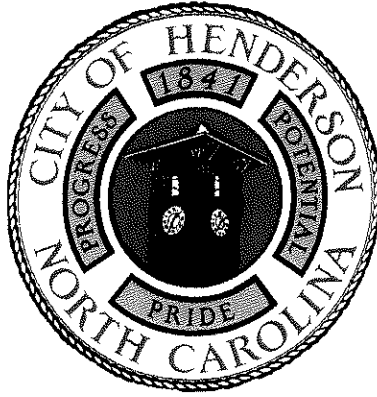
Jurisdiction: HEN-VAN

First Date: 08/28/2016

Last Date: 09/25/2016

<i>Complaint</i>		<i>Number</i>
SUSVEH	SUSPICIOUS VEHICLE	93
TEST	TEST CALL	92
TRAFFIC STOP	VEHICLE STOP	352
TRANSPORT	TRANSPORT	3
TRAUMA-EMD	TRAUMATIC INJURY (SPECIFY IN NARI	7
TREEDWN	TREE DOWN	5
TRES	TRESPASSING SUSPECT	101
UNAUTHVEH	UNAUTHORIZED USE VEHICLE	14
UNCONC-EMD	UNCONCIOUS / FAINTING OR NEAR	32
UNKNOWN-EMD	UNKNOWN PROBLEM (MAN DOWN)	7
WARRANT	WARRANT	905
WATER	WATER RELATED PROBLEM	19
WRIT	WRIT OF EXECUTION	1

Report Total: 5239



**CITY OF HENDERSON
FIRE DEPARTMENT**

SEPTEMBER 2016

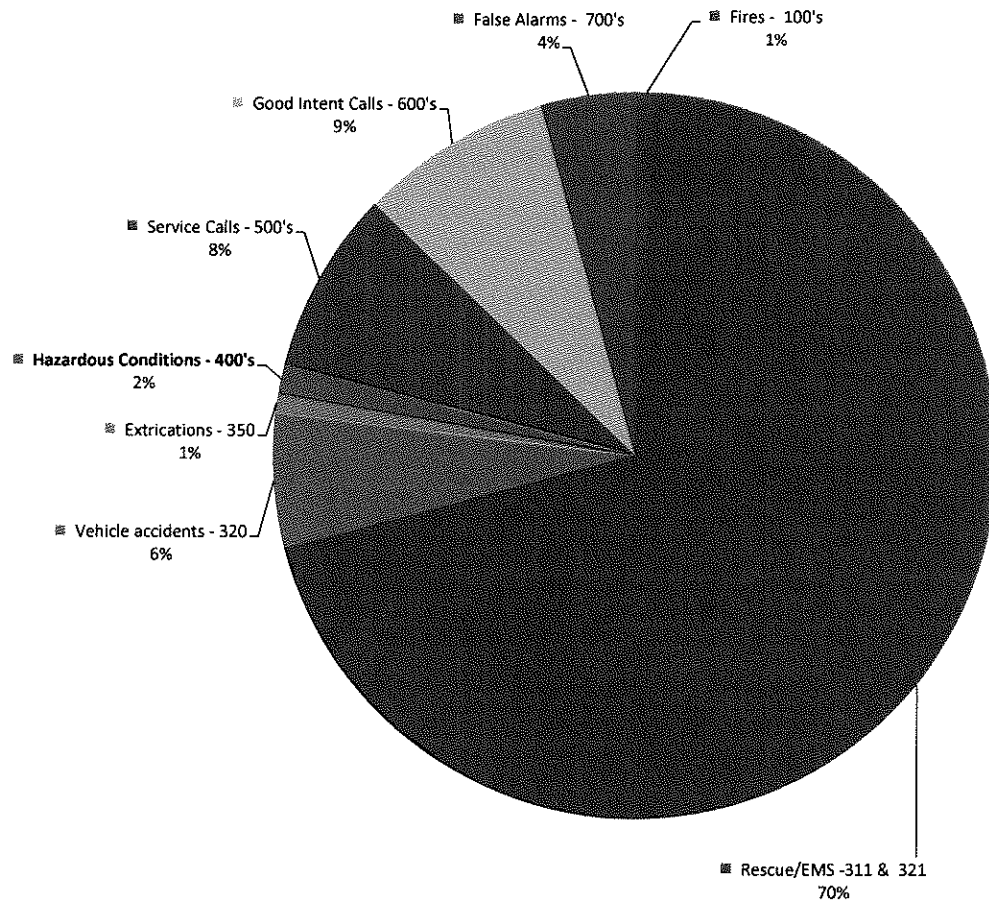
**FIRE SUPPRESSION AND
RESCUE ACTIVITY REPORT**

*Prepared by
Steve Cordell, Chief
October 5, 2016*

Henderson Fire Department Fire Suppression and Rescue Activity

Category	Sub-category	Jan	Feb	Mar	Apr	May	June	July	August	Sept.	Oct	Nov	Dec	YTD
Building Fires	Residential	4	3	3	4	4	4	5	3	1				31
	Commercial								1					1
	Industrial													0
	Business													0
Other structures														0
Cooking Fires	112 Series	1	3	2	2	1	2	2	1	1				15
Other indoor fires	113 114-118	1												1
Vehicle Fire	130 series	3	2	2	1	1	1	2	4					16
Outside Fires	140-170 Series	1	2	6	1	3	3	2	1					19
Overheat/Exposition	Series 200		1	1			1							3
EMS Call	321	138	133	142	145	173	162	139	128	159				1319
Assist EMS Crew	311	5	2	3	1	1	1	1	1	4				18
Vehicle Accident	320 Series	9	10	17	12	10	8	17	15	14				112
Extractions	350 Series				2	2			1					7
Hazardous Condition	400 Series	5	5	3	2	4	3	12	8	3				45
Service Call	500 Series	12	3	11	5	11	9	12	25	19				107
Good intent call	600 Series	16	15	17	14	15	9	17	8	20				131
False Alarms	700 Series	15	8	5	11	6	3	18	11	10				87
Severe Weather	800 Series													0
Special Incident	900 Series													0
Total Number of Incidents		210	187	212	200	231	206	226	207	233	0	0	0	1912
Total Fire Incidents with Property/Content loss														
Total Value of Property/ contents saved		32,761	106,535	66,780	1,482,357	1,330,572	172,149	16,751	266,974	65,602				3,540,481
Firefighter Deaths		0	0	0	0	0	0	0	0	0				0
Firefighter Injuries		0	0	0	0	0	0	0	0	0				0
Civilian Deaths		0	0	0	0	0	0	0	0	0				0
Civilian Injuries		0	0	0	0	0	0	0	0	0				0

Incident Summary



TRAINING DIVISION PRODUCTIVITY - SEPTEMBER 2016

Henderson Fire Department

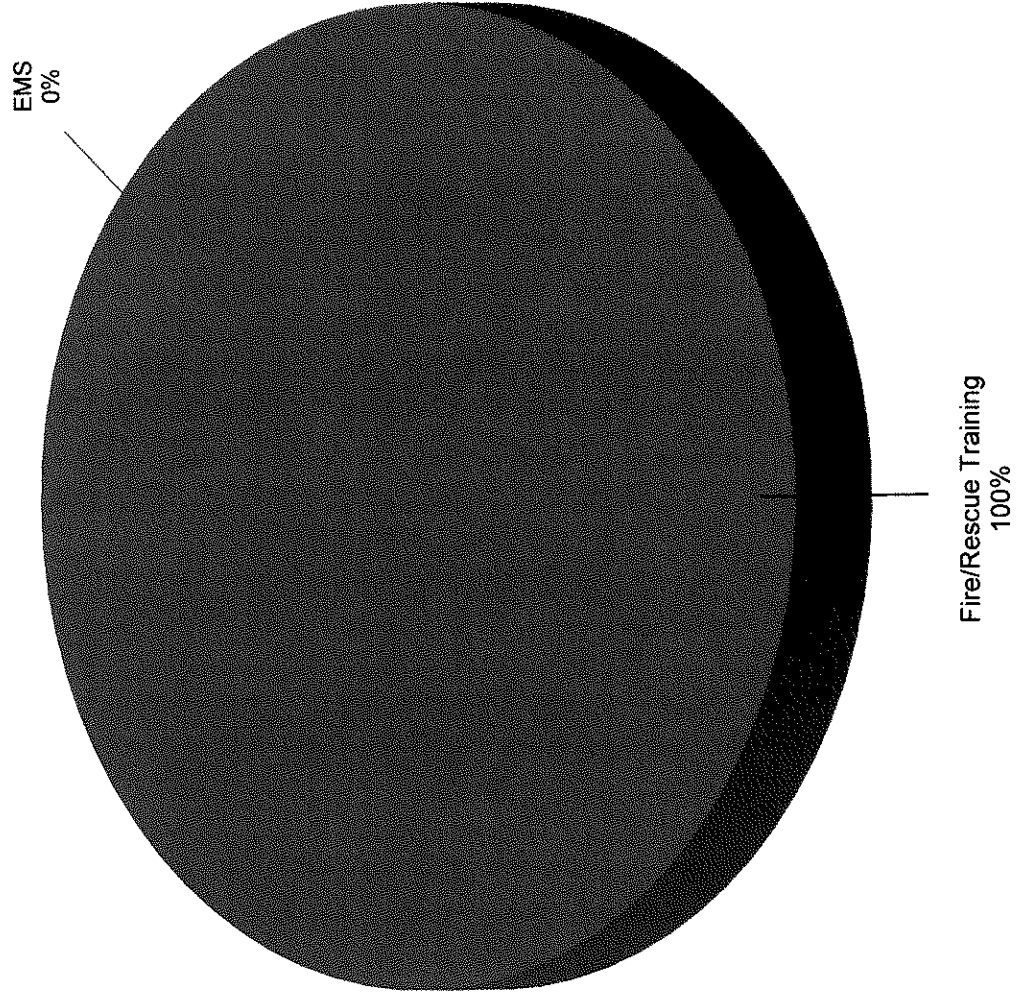
Types of Courses Taught	Course Hours Taught	Man-hours of Training
Fire / Rescue Training	178	749
EMS	0	0
Special Training		

Totals	178	749
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	Course Hours Taught	Man-hours of Training
PREVIOUS MONTH TOTAL	125	486

YEAR - TO - DATE TOTAL	1209	7150
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Training Hours by Category - September 2016

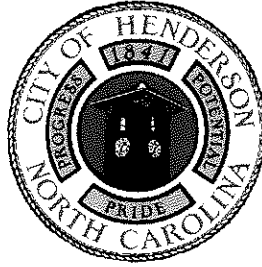


Fire Department Regulatory Compliance

The Fire Department has met all regulatory compliance items for the month of
September 2016

City Council Action Form

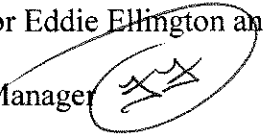
Office of City Manager
 P. O. Box 1434
 Henderson, NC 27536
 252.430.5701



Council Meeting: 10 Oct 2016 Work Session

23 September 2016

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

FR: Frank Frazier, City Manager 

RE: CAF: 16-105

Consideration of Approval of Ordinance 16-38, FY17, BA #14, Authorizing the Transfer of General Fund Contingency Funds to the Elmwood Cemetery Budget for Various Improvements at Elmwood Cemetery

Ladies and Gentlemen:

Council Retreat Goals Addressed By This Item:

- **KSO 1: *Implement Process Improvements:*** *To evaluate the various work processes of the City in order to effect improvements in how services are delivered and where possible effect savings.*

Recommendation:

- Approval of Ordinance 16-38, FY17, BA #14, Authorizing the Transfer of General Fund Contingency Funds to the Elmwood Cemetery Budget for Various Improvements at Elmwood Cemetery

Executive Summary:

In order to provide better service to our citizens and customers, staff has been reviewing ways to improve our process in regards to the Elmwood Cemetery as well as various miscellaneous improvements. These improvements are as follows:

- A. Cemetery Markers (used to properly identify the lots as laid out) - \$2,500
- B. Miscellaneous Storm Drain Repairs (several pipes and catch basins need repair)- \$2,500
- C. Painting of the Gate Entrance Railing - \$1,000
- D. Miscellaneous Tree Removal and Replacement - \$3,000
- E. Contingency - \$1,000

CAF 16-105: 10 October 2016 Work Session

The need for these funds was not anticipated during the FY 16-17 budget process; therefore, it is being requested for Council to approve the transfer of \$10,000 from General Fund Non-Departmental contingency to the Elmwood Cemetery budget. This would leave a balance of \$128,550 in the General Fund contingency line item.

It is important to note that there are volunteers who have been diligently working to update the names of all past deceased in the older section of the cemetery and place into a data base. They have requested possible usage of the perpetual cemetery fund to pay for restoration of monuments in need of repair. North Carolina General Statute §160A-347 outlines the regulations and use for perpetual core funds. Currently there is \$432,178 in this fund. There is also a need for new signage at the cemetery, which would provide a guide to sections and aid visitors in finding the location of the burial plot of their loved ones. A cost estimate is being developed for these items.

Attachments:

1. Ordinance 16-38

ORDINANCE 16-38

**AN AMENDMENT TO THE FY 2016-2017 BUDGET TRANSFERRING
CONTINGENCY FUNDS FOR REPAIRS AT ELMWOOD CEMETERY
BUDGET AMENDMENT #14**

WHEREAS, the City Council of the City of Henderson (Council), on June 13, 2016, adopted its FY 16-17 Operating Budget; *and*

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

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

FUNDS: 10: General Fund			Ordinance 16-38 FY 16-17 Budget Amendment #14			
REVENUES			Approved 13-Jun-16	Current Budget	Amendment	Revised
Department	Line Item	Code				
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ -	\$ -
						\$ -
10: GENERAL FUND EXPENDITURES			Approved 13-Jun-16	Current Budget	Amendment	Revised
Department	Line Item	Code				
660: Non-Departmental	Contingency	10-660-509900	\$ 138,550	\$ 138,550	\$ (10,000)	\$ 128,550
560: Elmwood Cemetery	Contr Serv. Routine	10-560-504500	\$ 85,000	\$ 85,000	\$ 10,000	\$ 95,000
			\$ -	\$ -	\$ -	\$ -
		Total	\$ 223,550	\$ 223,550	\$ -	\$ 223,550
						\$ 223,550
		Variance			\$ -	
Reference:			Notes:			
CAF# 16-105; Ordinance #16-38; BA#14 10 Oct. 2016 Council Meeting			To approve the use of \$10,000 of Contingency funds for the purpose of completed various repairs needed at the Elmwood Cemetery.			

The foregoing Ordinance 16-38, 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 10 day of Oct. 2016: YES: ***. NO: **. ABSTAIN: **. ABSENT: **.

Eddie Ellington, Mayor

ATTEST:

Esther J. McCrackin, City Clerk
Reference: Minute Book 44 p. ***; CAF 16-105

Reviewed by: _____ Date: _____
Joseph Fuqua, Finance Director

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