

The Washington City Council met in a regular session on Monday, March 12, 2012 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Bobby Roberson, Mayor Pro tem; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Chief Financial Officer; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Planning Director; Keith Hardt, Electric Director; Major Sandy Blizzard, Police Department; Philip Mobley, Parks and Recreation Director; Susan Hodges, Human Resources Director; Mike Voss, of the Washington Daily News.

Mayor Jennings called the meeting to order and Mayor Pro tem Roberson delivered the invocation.

RECOGNITION OF BOY SCOUT

City Council recognized Michael Asby, representing Boy Scout Troop #99.

APPROVAL OF MINUTES

Councilman Mercer requested an amendment to page 19 of the February 13, 2012 minutes regarding the Audit Contract for Martin Starnes & Associates, CPA, Inc. He requested that the statement be added that "The company should be put on notice that if they come in with the same quality of work that they have been producing in the last three years, then next year the Council will review their contract."

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council approved the minutes of February 13th as amended & February 27th as presented.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Pro tem Roberson requested adding under XII.A: Recognition of the City employees working in the central business district and historic district and the good work they have been doing downtown.

Mayor Jennings noted the amendments by staff to the agenda:

1. Add: Adopt Resolution to enter and execute Airport Drainage Agreement (F.1)
2. Add: Adopt Resolution in support of NCDOT to mill and resurface the intersection of 5th and Bridge Streets (New Business: J)
3. Add: Request from CATS about Town for exemption from Section 22-97 of the City Code.
4. Add: Closed Session 143-318.11(a)(5) Potential Acquisition of Real Property – 1st Presbyterian Church Property Exchange

Councilman Mercer requested adding under XII.B: Utilities Capacities & Uses

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council approved the agenda as amended.

PRESENTATION OF POLICE SHIELD TO MATTHEW BAILEY – WASHINGTON POLICE DEPARTMENT (RETIRED)



CONSENT AGENDA

By motion of Councilman Mercer, seconded by Councilman Pitt, Council approved the Consent Agenda as presented.

- A. Approve – Budget Ordinance Amendment for the Electric Fund (\$70,255)
**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That account number 35-90-3500-3605, NC DOT Reimbursements, portion of the Electric Fund revenue budget be increased in the amount of \$70,255.

Section 2. That the following accounts and amounts be increased in the Electric Director portion of the Electric Fund appropriations budget:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
35-90-7220-0411	Us Hwy 17 Relocation- 2510C	\$20,620
35-90-7220-5601	Hwy 32 DOT Bridge Project	<u>49,635</u>
	Total	\$70,255

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 12th day of March, 2012.

Attest:

**s/Cynthia S. Bennett, CMC
City Clerk**

**s/N. Archie Jennings, III
Mayor**

- B. Declare Surplus/Authorize – Declare surplus and authorize the sale of vehicle through electronic auction using GovDeals

Vehicle Number	Make/Model Description	Serial Number	Odometer Reading
#415 2004	Ford F350 Cab & Chassis	1FDWF36P74EC41914	57,876

- C. Adopt – Budget Ordinance for Reallocation of CDBG Funds

**AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCES
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That the account numbers in the CDBG Affordable Housing Grant Project Fund appropriations budget be increased or decreased by the following amounts.

50-60-4930-0400	Administration	\$(5,000)
50-60-4930-0401	Planning	<u>5,000</u>
		0

Section 2. That the account numbers in the CDBG Keyville Road Subdivision Grant Project Fund appropriations budget be increased or decreased by the following amounts.

51-60-4930-4500	Street Improvements	\$(22,416)
51-60-4930-4501	Water Improvements	14,728
51-60-4930-4502	Sewer Improvements	<u>7,688</u>
	Total	0

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 12th day of March, 2012.

Attest:

**s/Cynthia S. Bennett, CMC
City Clerk**

**s/N. Archie Jennings, III
Mayor**

D. Approve – Purchase Orders >\$20,000

#10905, \$23,400 to Concrete Conservation, Inc. to rehab manholes along U.S. 264W, account 32-90-8210-4500.

#10925, \$21,050 to Lee Electrical Construction, Inc. to install an antenna structure for the SCADA communication network, accounts 30-90-8100-7000 & 35-90-8370-7403. \$60,000 was budgeted for this project. It is anticipated that there will be \$5,000 of related expenses in addition to this P.O. to complete the project.

COMMENTS FROM THE PUBLIC (none)

BEAUFORT COUNTY PIRATES CLUB – BLUE GRASS FESTIVAL

Amy Ward & Mac Hodges, Beaufort County Pirates Club presented a request to Council to hold a Blue Grass Festival on May 20, 2012. Mr. Hodges requested to have the same rent rate as the Festival Park Partners. (Council will review the rates for Festival Park later in the meeting.) Mr. Hodges' rate request will be considered at the April 9th Council meeting.

Kristi Hardison, Parks and Recreation explained that they have submitted a Special Events application and their request is similar to the events at the Beach Music Festival. They are requesting permission to have alcohol on site and the ability to reserve the free docks for this event.

By motion of Councilman Moultrie, seconded by Councilman Pitt, Council approved the request from the Beaufort County Pirates Club to host a Blue Grass Festival at Festival Park on May 20, 2012. Motion carried 3-2. Mayor Pro tem Roberson and Councilman Mercer voted against the request due to the allowance of alcoholic beverages being permitted at the event.

(memo)Beaufort County Pirate Club Bluegrass Festival

Proposed Date: Sunday 5/20/12

Proposed Location: Festival Park

We are planning to have the 1st Annual Beaufort County Bluegrass Festival at Festival Park with 3 bands playing music on Sunday afternoon. We are planning to charge \$10 per ticket. We would like the two docks closest to Festival Park to prevent folks from coming into the Park area without paying for tickets. We would also like to allow canned beer in coolers brought by the concert goers. This will be a great event for Beaufort County and we are planning on using some of the proceeds to help fund the NFL Day along with the Boys and Girls Club of Beaufort County. The Pirate Club plans to help bring over 500 kids to meet over 8 NFL players and have free hotdogs, games and get to meet and play with the players. We are also expecting to get Coach Ruffin McNeill to come over to meet the kids. We really want this event to be for and all about the kids.

Thank you for your help with this event.

Sincerely,

Amy Ward - President, Beaufort County Pirate Club (end)

WHDA MARITIME TEAM – “JEANNIE B” DOCKING

Beth Byrd, WHDA introduced Dr. Lee Sutton, owner of Jeanie B.

(memo/presentation)Partnership between Schooner Jeanie B and the City of Washington. Jeanie B a 72' tall masted Schooner built in 1985. Jeanie sails with education and teaching as her mission. She provides team building and character development for young men and women of Eastern North Carolina. The Jeanie B can accommodate up to 25 passengers and has sleeping quarters for 12 passengers. No one will live aboard the vessel while docked in Washington. The Jeanie B would be away for Washington on all weekends and from June 15 to August 15. While away the slip could be leased to transient boaters. January 1 of any given year until approximately June 15, the Schooner Jeanie B would occupy space on the waterfront. And then from August 15 until December 31, Jeanie B would be back in Washington. When in Washington Jeanie B will offer scheduled sunset/star gazing trips on Sunday, Wednesday and Thursday afternoon/evenings. Monday, Tuesday would allow for tours.

The Jeanie B requests from the City of Washington in this proposed partnership:

- Waiver of slip rental on an annual basis.

- Approval of commercial activity for the Jeanie B on the City of Washington docks.
- The approval to move forward with the partnership as legal counsel reviews and approves the agreements. Jeanie B would like to come to Washington to celebrate the Vernal Equinox on March 20th, 2012.
- A five year commitment, with annual reviews and modifications. Jeanie B hopes to make Washington its homeport for the foreseeable future. Schooner Jeanie B will extend, as a minimum, a guaranteed amount of \$2,700 or 20% of total revenues generated from any/all sailings from the waterfront of the City of Washington, whichever is greater.

All insurance requirements will be met, pump-out needs minimal. Named storms- Jeanie B will go elsewhere. That partnership between Jeanie B and Washington will simply be a 72' tall masted jewel in a crowned waterfront that already has beauty, structure and success. To see the Jeanie B and to associate her with Washington would be an alliance between the two. It doesn't take long to see the potential of tourism, engagement and visibility along the waterfront. The images above describe the piece that completes the waterfront of Washington. Imagine Jeanie B alongside the docks of Washington with groups of people to see her, to sail her, to come to the City of Washington to experience the congenial atmosphere, the shops and businesses and the docks and waterfront.

The basis of the partnership would be a symbiotic event for both schooner and city. The educational activities and schooling that go on aboard Jeanie B will complement the existing waterfront and rich history of Washington. Jeanie B sails with Boy Scouts of America as well as Camps Sea Gull and Seafarer, both YMCA camps located in Eastern North Carolina along the Neuse River. The Boy Scouts are the East Carolina Council, based in Kinston, NC with their Pamlico Sea Base just 7 miles east of Washington along Blounts Bay. The Jeanie B would sail on weekends and summers (June 15 August 15) with those educational opportunities and take her new Washington roots with her wherever she would sail with those groups; Ocracoke, Manteo, Belhaven, Edenton. As she sails from port to port, she would be a tall ship sailing ambassador for the City of Washington as she educates and provides team building and character development for young men and women of Eastern North Carolina, with her base and home on the waterfront of Washington as the jewel of the crowned waterfront. How appropriate when Jeanie B pulls into the various ports, that she could be recognized as the Schooner of Washington, or hear along the waterfront of other towns, "wow, she's sailed from Washington, NC maybe we could go see her in Washington." Bringing folks to the City of Washington and the waterfront is the symbiosis that Schooner Jeanie B can provide.

The activities of Jeanie B in Washington would be centered around tours and sailings from the city's docks. Sunday, Wednesday and Thursday afternoon/evenings, there would be scheduled sunset/star gazing trips. Monday, Tuesday would allow citizens from the city or all over Eastern North Carolina or points beyond to freely tour the schooner with lessons on her history, her school ship aspect and what tall ships were doing along the Washington waterfront many years ago. They would also receive short narratives about the history of the Pamlico River, the waterfront and its importance in Washington's history. Excerpts from topics such as, "From the late 1700s, the town's nearness to water made it a vital trade center. At any given time, as many as 20 vessels were docked in the harbor. Washington was a source of tar, pitch, turpentine, rosin, shingles, furs, tobacco and beeswax, among other things." These free tours would highlight some of these historical aspects for the City of Washington.

Clearly, there would be financial benefits for both the Jeanie B and the City of Washington. Jeanie B would sail and receive the revenues of the passengers sailing with her. The city would receive visibility, increased tourism and families simply coming to Washington to see the Jeanie B, stroll along the waterfront as well as Main Street and visit shops and restaurants in the city.

Also, the Jeanie B, would in cooperation with the City of Washington, pledge 20% of all revenues generated from the departure of passengers from the city docks meaning that any trip departing from the waterfront of Washington with paying passengers, the city would receive 20% of all those revenues. It would be an annual payment to the City of Washington. This topic, as with other logistical points about the partnership, will be discussed further and included in an addendum at the end of this document. The revenue generated from the city docks for Jeanie B would be a distant second to the overall benefits of a tall masted schooner along the waterfront of Washington a city that had schooners in the past and that would become just as visible and recognized as compared to many years ago. The Jeanie B would complement the waterfront just as the City of Washington can complement the Jeanie B.

The Jeanie B requests from the City of Washington in this proposed partnership a 1) waiver of slip rental on an annual basis, 2) approval of commercial activity on docks at City of Washington. In return, the Jeanie B would extend to the City of Washington the outlined revenues above (and to be explained further in addendum).

This proposed partnership between Washington and Schooner Jeanie B is natural and easy to see the potential. We would hope the City of Washington incorporates Schooner Jeanie B into the vision, direction and overall niche of the city. As one strolls down the waterfront of Washington, one comes upon a children's playground; a playground that's graced by a make-believe or play structure of a tall masted schooner. If the city either inadvertently or on purpose placed that playground to inspire children's imaginations during play, why couldn't the Schooner Jeanie B inspire adults' imaginations that have funds to spend in the city as they shop, dream and immerse themselves in the new ambience of the waterfront and the City of Washington.

To celebrate the arrival and new relationship between the City of Washington and the Schooner Jeanie B, it would be proposed that March 21, 22, 23 and 24 be used to 'kick off' the celebration and arrival of Schooner Jeanie B. March 21 would see the arrival of Jeanie B with a lecture that evening in the Estuarium. The lecture would be given by Dr. Lee Sutton, free of charge, similar to the lecture that was given last summer in honor of Jeanie B coming to Washington. That date is the Vernal Equinox and the Jeanie B teaches astronomy, celestial navigation and that date would be in celebration of what the Jeanie B teaches throughout the weekends and summers as she sails with Camps Sea Gull/Seafarer and the Boy Scouts of America. Thursday/Friday March 22, 23 would see the Jeanie B open for the aforementioned free tours of the vessel and then Saturday March 24 several 2-3 hour trips from the City Docks to promote and educate those in Washington, Greenville, Raleigh about Jeanie B. It would be hoped that press releases, media coverage (Reflector, News and Observer, etc) and television could accompany the arrival. The perfect timing would be around the Vernal Equinox with its inclusion into the teaching aspect of the ship.

The waterfront and city is a place that already sees many people coming to enjoy the beauty of the natural world that is the Pamlico River. Add a tall masted schooner to that waterfront and have it live and call Washington home and you create a partnership that is not only win / win for ship/city but you also create experiences and dreams for many people coming to see, sail and simply visit the City of Washington. Captain Lee Sutton -Schooner Jeanie B(end)

Mayor Pro tem Roberson noted that he would prefer a five year agreement instead of an open ended agreement. The time frame would allow Council to re-evaluate the agreement at the end of five years. Councilman Pitt said this is a great opportunity for the City of Washington. Councilman Mercer expressed concern with the potential loss of revenue by allowing the Jeanie B to use dock C at no charge for dock rental/utilities. Dr. Sutton explained that the schooner would be away for Washington on all weekends and from June 15 to August 15. While away the slip could be leased to transient boaters. Councilman Brooks suggested that the City should charge for the dock space. Dr. Sutton explained that the Jeanie B, would in cooperation with the City of Washington, pledge 20% of all revenues generated from the departure of passengers from the city docks, meaning that any trip departing from the waterfront of Washington with paying passengers, the city would receive 20% of all those revenues. It would be an annual payment to the City of Washington. Dr. Sutton reviewed that he was allowed to dock in Morehead City docks free of charge. Each trip could take 20-25 passengers at a cost of \$40 for a 3 ½-4 hour tour.

A motion was made by Mayor Pro tem Roberson and seconded by Councilman Pitt, to approve the proposal as submitted with a 5 year limitation on the agreement. Councilman Mercer asked to amend the motion to include the allowance of commercial activity on the waterfront at dock C.

Mayor Pro tem Roberson and Councilman Pitt agreed to the amendment. Therefore, by motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council approved the proposal as submitted and authorized the City Attorney to compile the agreement that will allow for commercial activity on the waterfront at dock C. Councilman Brooks opposed, motion carried 4-1.

Proposal:

- Waiver of slip rental on an annual basis.
- Approval of commercial activity for the Jeanie B on the City of Washington docks.

- The approval to move forward with the partnership as legal counsel reviews and approves the agreements. Jeanie B would like to come to Washington to celebrate the Vernal Equinox on March 20th, 2012.
- A five year commitment, with annual reviews and modifications. Jeanie B hopes to make Washington its homeport for the foreseeable future. Schooner Jeanie B will extend, as a minimum, a guaranteed amount of \$2,700 or 20% of total revenues generated from any/all sailings from the waterfront of the City of Washington, whichever is greater.

PUBLIC HEARING - ADOPT – ANNEXATION ORDINANCE TO EXTEND THE CITY OF WASHINGTON CORPORATE LIMITS FOR NON-CONTIGUOUS PROPERTY OWNED BY BODDIE-NOELL

Mayor Jennings opened the public hearing. John Rodman, Planning Director explained that at the November 28, 2011 City Council Meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the non-contiguous property currently owned by Herbert A. Perry. The property is located on US Hwy 264 West and contains 2.55 acres. It is planned for commercial activity, so there will be no change in population after the annexation is completed. The current zoning is B-2 General Business and is currently located in our ETJ. The cost benefit analysis is preliminary. After the public hearing if Council desires to proceed with the annexation the ordinance needs to be adopted that will place the property inside the city limits effective May 14, 2012.

Boddie-Noell Enterprises (Hardees)
 US Hwy 264 West
 Estimated General Fund Revenues/Costs (2012)

<i>Annexation Name:</i>	Boddie-Noell Enterprises
<i>Number of Parcels:</i>	1
<i>Acreage:</i>	2.55 acres
<i>General Location:</i>	US Hwy 264 West
<i>Population:</i>	0 persons
<i>Public Streets:</i>	US Hwy 264 – State maintained
<i>Current Total Assessed Tax Value:</i>	\$200,000
<i>Current Zoning:</i>	B-2 (General Business)
<i>Notes:</i>	Located in ETJ

<i>Estimated General Fund Revenues</i>			<i>1st Year</i>	<i>2nd Year</i>
Real Property Tax	1 st Year	2 nd Year	\$1100	\$3437
	\$200,000	\$625,000		
Personal Property			\$0	\$206
Sales Tax			\$0	\$0
Vehicle Tax			\$0	\$0
Utilities Franchise Tax			\$0	\$0
Powell Bill Funds			\$0	\$0
Storm Water Assessment			\$648	\$648
Sanitation Fee			\$696	\$696
Cable TV			\$0	\$0
Beer and Wine Tax			\$0	\$0
Total Estimated Revenues			\$2444	\$4987

<i>Estimated General Fund Costs</i>		<i>1st Year</i>	<i>2nd Year</i>
Administrative Services		\$500	\$0
Added Fire Protection		\$50	\$50
Added Police protection		\$0	\$0
Street Maintenance		\$0	\$0
Street Lighting		\$0	\$0
Solid Waste		\$0	\$0
Public Works		\$500	\$500
Recreation		\$0	\$0
Start Up Costs		\$500	\$0
Total Estimated Costs		\$1550	\$550

<i>Estimated Costs of Property Owner</i>		
Water/Sewer Tap Fees*	\$1436	\$0
Water/Sewer Impact Fees*	\$920	\$0
Environmental Fee*	\$1000	\$0
Fire Hydrant	\$0	\$0
*To be paid by property owner	\$3356	\$0
**Only in City Limits		

Water/Sewer Rates	1" Meter	1" Meter
Inside City Limits	Avg. Monthly Use 8560 Cu. Ft.	Avg. Monthly Use 8560 Cu. Ft.
	Water	Sewer
	\$307 x 12 = \$3684/yr	\$391 x 12 = \$4692
Outside City Limits	Avg. Monthly Use 8560 Cu. Ft.	Avg. Monthly Use 8560 Cu. Ft.
	Water	Sewer
	\$439 x 12 = \$5268/yr	\$468 x 12 = \$5616
	-\$1584	-\$924
Total	-\$2508	

Cost/Benefit	1 st Year	2 nd Year
Estimated Revenues	\$5800	\$4987
Estimated Costs	\$4058	\$3058
Total	+\$1742	+\$1929

Mayor Pro tem Roberson inquired about fire hydrant set-up/fire protection. Mr. Rodman assured him that the Fire Marshall has reviewed and approved the plan. Being there is an existing fire hydrant in close proximity, there is no need to install an additional hydrant.

There being no public comments, Mayor Jennings closed the public hearing.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the adoption of the annexation ordinance to extend the City of Washington corporate limits for the non-contiguous annexation of the Boddie-Noell property located on US Hwy 264 West and containing 2.55 acres.

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
 CITY OF WASHINGTON, NORTH CAROLINA**

WHEREAS, the Washington City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question on of this annexation was held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2 Street at 6:00 p.m. on Monday, March 12, 2012, after due notice by the Washington Daily News on March 2, 2012 & March 9, 2012;

WHEREAS, the Washington City Council finds that the area described herein meets the standards of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Washington, North Carolina that:

Section 1. By the virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Washington as of May 14, 2012:

Being all of that tract of land noted on that survey "Boddie-Noell Enterprises, Inc." by AES Consulting Engineers dated September 14, 2011 and being located Washington Township, Beaufort County North Carolina and being more particularly described as follows;

Beginning at a Point of Beginning, an iron pipe found, which is on the south side right-of-way line for "West 5th Street", US Route 264 and is the northwest corner of the land standing in the name of Alton L. Griffin and Judy Griffin, whose Northing is 672674.374 and whose Easting is 2566779.356 (NAD 83 SPCS NC 3200); Thence a bearing of 5 48 05 42 W a distance of 301.40 feet along the western boundary of said land and the western boundary line of the land standing in the name of Randy Martin Howard & Mildred Jacobs Howard to an iron pipe found, said line intersecting with the north side of the 60' perpetual easement of

right-of-way for "P and G Lane", Thence a bearing of N 41 38 53 W a distance of 370.29 feet, along the north side of said right-of-way and the northern boundary line of the land standing in the name of Herbert A. Perry, to an iron pipe found; Thence a bearing of N 48 06 37 E a distance of 299.76 feet along the eastern boundary line of the land standing in the name of Belvue Properties LLC and the eastern boundary line of the land standing in the name of Taylor Oil Company, to a bent iron pipe found, said line intersecting with the south side of the right-of-way for "West 5th Street", US Route 264; Thence a bearing of S 41 54 06 E a distance of 370.20 feet along the southern right-of-way line of said road to an iron pipe found, Point of Beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 2.55 acres more or less.

Section 2. Upon and after May 14, 2012, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

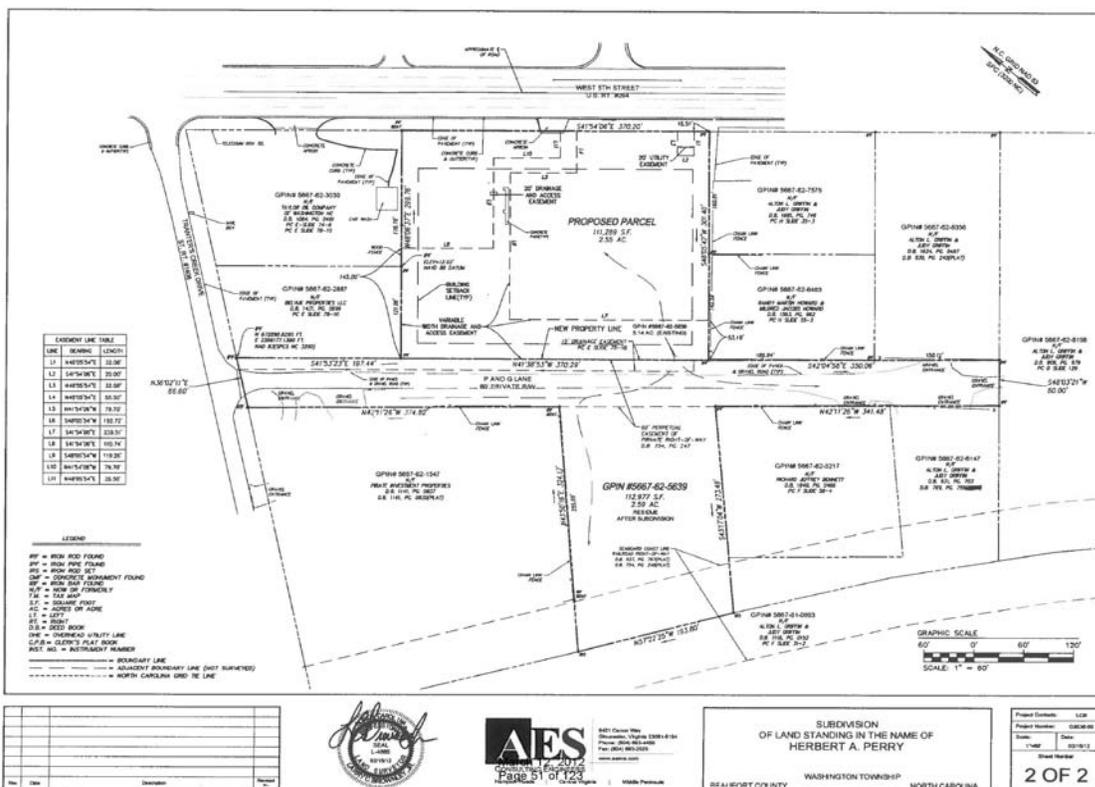
Section 3. The Mayor of the City of Washington shall cause to be recorded in the office of the Register of Deeds of Beaufort County, and in the office of the Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 12th day of March, 2012.

ATTEST:

s/Cynthia S. Bennett, City Clerk

s/N. Archie Jennings, Mayor



MR. TYRONE WILSON - ABA BASKETBALL

Mr. Tyrone Wilson came forward and asked Council to reduce the fee charged for a game that was canceled. He stated he was unaware that he needed to advise the Police Department that the game was canceled, he canceled the game through the school system, thus the officers arrived to provide security for the game, even though it was canceled and Mr. Wilson was charged accordingly. Mr. Kay and Major Sandy Blizzard reviewed the history of events with Council. Council advised Mr. Wilson to meet with the City Manager and the Manager will take Council's guidance to make sure the billing is accurate.

MEMO – LITTLE WASHINGTON SAILING CLUB DOCKAGE

(memo)The Little Washington Sailing Club is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement. During the 2011 Little Washington Sailing Club season, communications between the Parks and Recreation Department at its Waterfront Docks Division and the Club had improved from the previous year. From all accounts, activities along the waterfront and on their dock were smoother and with far less misunderstandings than the year before.

The Club kept the Waterfront Docks informed of activities and special requests far in advance which helped with scheduling and general knowledge of the activities of the Club. Information request by the Waterfront Docks was quickly and thoroughly provided. During Hurricane Irene, a portion of the Club's platform and several dinghies were damaged. The Club responded quickly to requests for attention to the platform, once it was placed back on Dock J. Communications were very good during this time between Teresa Hamilton and Kevin Clancy, Program Director. The new docking agreement will be for the period of April 1, 2012 March 31, 2013.

The Little Washington Sailing Club plans to continue using the floating platform located at the "J" dock on the waterfront. We will be operating in the same manner as last year and look forward to another successful season. (end) Council accepted the memo as written.

MEMO – BELLE OF WASHINGTON DOCKAGE

(memo)The Belle of Washington is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement. Last year was a tough year for the Belle of Washington and its owner AG Swanner. In the Spring of 2011, there was an explosion aboard The Belle of Washington, which resulted in a late starting season for departures from the Washington Waterfront. In Late Summer The Belle of Washington was grounded on top of a pier after Hurricane Irene came through, resulting in damage and another interruption in business. Communications about activities aboard the Belle was not as detailed as we have enjoyed in the past, but the Parks and Recreation Department are encouraged that this year will be better. We have already met with Tammy Swanner, Manager, and suggested "work arounds" for Festival Park functions and parking. The new docking agreement will be for the period of April 27, 2012 March 26, 2013. A.G. Swanner submitted a letter of intent requesting to retain "L" dock 1 & 2 located on East Water Street for the purpose of docking the Belle of Washington for the year 2012. (end) Council accepted the memo as written.

MEMO – EXTRA-TERRITORIAL JURISDICTION REDUCTION

(memo)Extraterritorial jurisdiction (ETJ) is the legal ability of a government to exercise authority beyond its normal boundaries. What is an ETJ? Extraterritorial Jurisdiction (ETJ) is a zoning "overlay" that allows a town to zone areas outside its limits in order to plan for future growth. In North Carolina, the state gives municipalities broad powers to control planning and growth for up to three miles beyond their borders (up to one mile for smaller towns). NC General Statute 60A-360(b) provides that the area chosen must be based on "existing or projected urban development and areas of critical concern to the city, as evidenced by officially-adopted plans for its development." Smaller towns are less likely to have ETJs than larger cities, but most North Carolina towns have taken advantage of the statutory authority to exercise extraterritorial zoning. Staff has been asked to investigate the procedure for possible reduction of the Extraterritorial Jurisdiction (ETJ) in the Washington area as requested. The areas for the proposed reduction in ETJ limits are indicated on the map. Staff recommendation is that the ETJ relinquishment be limited to these areas. The adjustment will more accurately reflect the potential future growth patterns and utility service areas of the City of Washington. In researching this, it was determined that there is a procedure that is driven by the North Carolina General Statutes, and that the following schedule is being suggested for Council consideration:

- 1) Present report to City Council
- 2) Planning Board Public Hearing
- 3) City Council Public Hearing/Adopt Resolution
- 4) Establish effective Date for Offer to Relinquish

The North Carolina General Statute essentially provides for a sixty-day period during which the City would maintain zoning jurisdiction over the area or until the regulation of the area is adopted by the County, not to exceed 60 days. A motion is needed to allow staff to proceed with the investigation of a possible reduction in the City's ETJ and approve the schedule as submitted.(end) Council accepted the memo as written.

HUMAN RELATIONS COUNCIL

(report)

Scheduled Public Appearances:

Lieutenant Chrismon introduced the new Criminal Justice Program Administrator, Kimberly Grimes. Ms. Grimes stated she is presently working on "National Night Out" and that the Assistant District Attorney has approved two candidates for the Project Next Step program. The detectives are working on establishing more clients for the initial call in. Ms. Grimes noted the presentation she prepared for Project New Hope and Bishop Jones. Also, she met with DREAM to establish extra counseling that a child may be in need of.

Discussion:

Support of the Multicultural Festival for FY 2012-2013 and appoint committee members. Vice chairwoman Cherry expressed a desire to continue supporting the Multicultural Festival but this would be contingent upon budget funding allocated by City Council for FY 2012-13. By motion of Vice chairwoman Cherry, seconded by Board member Howard, the Board agreed to support the Multicultural Festival working in conjunction with the Beaufort County Arts Council for FY 2012-13. Motion carried: 7-2 with Board member Harvey and Murrell opposing.

Appoint Committee members to the Multicultural Festival working in conjunction with the Beaufort County Arts Council: will be on the March 13, 2012 Agenda.

Update: Ed Peed Commemoration and approve date for hosting this event (2nd or 3rd Saturday in February) Due to many obligations on the 2nd Saturday in February, Board members approved hosting this event yearly on the 3rd Saturday in February. (end) Council accepted the memo as written.

WASHINGTON HARBOR DISTRICT ALLIANCE

(report)

Old City Hall- Main Street Solutions Fund Grant

WHDA is proud to announce that the City of Washington and WHDA have been notified their Old City Hall proposal has been awarded \$200,000 from the Main Street Solutions Fund. Grant funds will be used to renovate the Old City Hall to house a restaurant that will create 8 full time employees. The project will use private monies, no City match is required. It is important to note that this successful application all stems from the crucial partnership that WHDA shares with the City and in particular with the Planning Department.

Washington Maritime Group

The Maritime Group will come before you tonight to request a new partnership with Captain Lee Sutton, PhD and his vessel the 72' foot Schooner Jeannie B. Please see separate report.

Golden Leaf Community Initiative Grant

The Washington Chamber of Commerce, with the assistance from WHDA and City Planning has withdrawn their application for the \$200,000 to fund "Beaufort County's Next Bright Idea". Letter to Pat McCabe Golden Leaf Facilitator:

Pat,

The organizations that collaborated on this project recently met and decided that at this point we are not interested in a revolving loan fund for this project. Going into the proposal, we knew that there was a thin line with the projects guidelines and how it lined up with Golden LEAF but still felt like it was worth pursuing. At this point, we are going to look for other funding for the project. We all very much support the projects that have been submitted and there are some great chances to impact the citizens of Beaufort County. Although the future will hopefully involve a revolving loan fund for projects like this, at this time and under this short timeframe we are not able to make it happen.

Thanks for the opportunity,

Catherine M. Glover

Executive Director

Washington-Beaufort County Chamber of Commerce

Music in the Streets 10th Year Celebration

Pecheles Toyota/Ford realizes the importance of this tenth year celebration of music and arts in Washington. Pecheles Toyota/Ford has offered to become the titled sponsor for Music in the Streets.

The MITS committee is very gracious to Pecheles for their involvement as it will give them added resources to help make our 10th year a great one.

Board Continues to Meet:

The WHDA Board meets every third Wednesday of the Month at 8:30AM at the Inner Banks Artisans Center. The meetings are open to the public and any interested person is invited to attend. (end) Council accepted the memo as written.

FINANCIAL REPORTS (EMAILED AS AVAILABLE)

There were no comments regarding the financial reports at this time.

**APPOINTMENTS – WASHINGTON HOUSING AUTHORITY AND
PARKS & RECREATION ADVISORY BOARD**

Mayor Jennings reminded Council that the Housing Authority appointment is a Mayoral appointment. Mayor Jennings appointed Donald Sadler to fill the unexpired term of John Morgan on the Washington Housing Authority.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council endorsed the appointment of Donald Sadler to the Washington Housing Authority, to fill the unexpired term of John Morgan, term to expire June 30, 2012.

The vacant Housing Authority position of Rosalind Bailey will be filled at the April 9, 2012 City Council meeting.

By motion of Councilman Brooks, seconded by Councilman Pitt, Council appointed Deborah Carter to the Parks and Recreation Advisory Board to fill the un-expired term of Kendra Windley, term to expire June 30, 2012.

The vacant Parks and Recreation position of Tim Ware will be filled at the April 9, 2012 City Council meeting.

**AUTHORIZE/APPROVE – CITY MANAGER TO SIGN A CONTRACT WITH MID-EAST
COMMISSION AND APPROVE THE CORRESPONDING PURCHASE ORDER FOR
COMPILING THE NCDOT BICYCLE MASTER PLAN (\$35,000)**

Josh Kay reviewed the item with Council stating that on May 26, 2011 the City was awarded the NCDOT Bicycle Planning Grant in the amount of \$28,000. The City accepted the NCDOT Bicycle Planning Grant on August 8, 2011. The City's match is \$7,000 for a grant total of \$35,000. The Washington Recreation Advisory committee, at their January 17, 2012 meeting unanimously recommended to contract with Mid-East Commission to write the NCDOT Bicycle Master Plan for the City of Washington. This project has a completion date of July 1, 2013.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to sign a contract with Mid-East Commission and approved the purchase order in the amount of \$35,000 for compiling the NCDOT Bicycle Master Plan.

MID-EAST COMMISSION

**City of Washington Comprehensive Bicycle Plan Services Contract
March 1, 2012 – July 1, 2013**

THIS AGREEMENT, made this 12th day of March 2012, by and between the Mid-East Commission, hereinafter called the "Commission," and the City of Washington, North Carolina, hereinafter called the "Council."

WITNESSETH

WHEREAS, the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q, and

WHEREAS, the Council, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and the Council mutually agree as follows:

1. Employment and Scope of Work

The Council hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. Length of Contract

The work of the Commission shall commence on or after the 13th day of March 2012, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 1st day of July 2013.

3. Assignability

The Commission shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Council, unless specifically contained in the Scope of Work.

4. Compensation and Method of Payment

The Council will pay the Commission for the services provided hereunder, based upon an hourly rate for actual hours of work provided to the Council by the Commission staff. Associated travel costs authorized by the Council will be an extra charge. Such travel will include periodic (monthly) trips around the Town for evaluation purposes.

The total of services shall not exceed \$35,000.00. The Commission will issue an invoice to the Council on a Monthly Basis. The Council will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

5. Termination of Contract for Cause

The Council shall have the right to terminate this Contract by giving written notice to the Commission of such termination forty-five (45) days before such effective date.

The commission may also terminate this contract if it feels it cannot complete the work specified in the contract. It shall have the right to terminate this contract by giving written notice to the council of such termination forty-five (45) days before such effective date.

6. Changes

The Council may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the Council and the Commission, shall be incorporated as written amendments to the Contract.

7. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

8. Access to Records

The Commission shall have access to all pertinent records of the City of Washington to assist the Commission staff in providing planning and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

9. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which the City of Washington requests to be kept confidential shall not be made available to any individual or organization other than the Washington City Council. The City of Washington is legally bound to disclose anything that is a public record.

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

13. Property Rights

All documents, studies, reports, data, designs, drawings and other similar items produced by the Commission in the performance of this agreement shall be the sole property of the Council, the City of Washington, and the North Carolina Department of Transportation.

By: Cynthia S. Davis
Tim Ware, Executive Director
Mid-East Commission

By: [Signature]
The Honorable Archie Jennings, Mayor
City of Washington

Date: March 20, 2012 Date: March 14, 2012

Attest: [Signature] Attest: Cynthia S. Davis
City Clerk



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

Signed [Signature]
Finance Officer

EXHIBIT A
SCOPE OF SERVICES

Task 1: Base Data Collection

Mid-East Commission Planners will work with the City to gather all available relevant documents relating to bicycle concerns, such as: plans, ordinances and other relevant written documents as well as base GIS and/or CAD layers such as current land use and zoning, street layer, and if available, rights of way. This process is anticipated to begin in March 2012 and will be completed in April 2012.

Task 2: Organization Meeting with City Staff

Mid-East will meet with the City's designated project manager, any associated recreation department staff, and City Public Works staff for introduction to the project and to discuss roles in the process. This meeting will take place in March 2012. This meeting will result in:

- Finalization of scope and time lines
- Discussion of City roles and responsibilities
- Identification of stakeholder groups and target meeting dates

Task 3: Field Work

Mid-East will conduct an initial field survey of the City to gain familiarity with the street system, typical street conditions, areas of development, perceived "hot spots" for bicycle traffic, potential off-road connectivity, etc. City staff will be encouraged to facilitate this survey in order to point out and provide commentary on conditions from a community standpoint. Mid-East will document areas of interest identified through the field survey and conduct additional reconnaissance as needed. This process is anticipated to be completed in March 2012.

Task 4: Existing Conditions Map and Inventory

Mid-East will compile data already available to our office and supplement it with City, NCDOT, and other sources of data, as well as develop the initial field survey, to lead to the development of an existing conditions map. Data on this map will include: all streets, street widths, location of all existing bicycle facilities, trails, and other pertinent items, existing zoning, right-of-way ownership, posted speed limit, ADT and traffic counts (including heavy vehicles), crash data, trip generators and destination points, regional context, utility easement mapping (if available), etc. Mid-East will present this draft map to the City staff for review. Mid-East will also produce a final Existing Conditions Map which will incorporate input from City and the Bicycle Advisory Committee. This process is anticipated to begin in March 2012 and be completed in April 2012.

Project Inventory shall include:

- Origins and destination points, trip generators
- Population and Demographics
- Existing facilities – location, condition, accessibility, adherence to standards, clearance, barriers, gaps, hazards, connectivity, capacity, function, degree of use

- Signage and markings, amenities
- Intersection conditions
- Interface with other forms of transit
- Current statutes, ordinances, policies, plans, programs, related staffing, agencies, committees, advocacy groups, partnerships and funding

Task 5: Advisory Committee Meeting I

Mid-East will facilitate the Advisory Committee meeting. This meeting will be conducted either in March or April of 2012. The agenda will include:

- Review and comment on the initial field survey findings
- Review of the existing conditions map(s) and inventory
- Identification and analysis of high-risk areas and populations
- Identification of Steering Committee member issues related to bicycle planning
- Identification of any additional stakeholder groups (law enforcement, health, transportation, parks and recreation, planning, etc.) who should be interviewed to ensure that their needs are addressed in the planning process.

Task 6: Stakeholder Interviews

Mid-East Planning Staff will conduct stakeholder interviews with key individuals or organizations identified by the Advisory Committee or City staff. These interviews will be conducted in May and June of 2012.

Task 7: Open House I

Mid-East Planning Staff will plan and conduct a public meeting to inform the public of the project as well as gather feedback from the public on bicycle and mobility issues and concerns. This interactive meeting will give participants the opportunity to indicate their residential location, their priorities for projects, etc. The Mid-East will work along with the City to advertise for the meeting as well as secure a location for the meeting. Planning for this meeting will begin in March 2012 with the meeting to be conducted in May 2012.

As part of this public input step, Mid-East will create an online survey through Survey Monkey to gather additional public input. The Mid-East will be responsible for advertising the survey while the City will be responsible for posting a link to the survey on the City website.

Task 8: Advisory Committee Meeting II

Mid-East will conduct a second Advisory Committee meeting to review the public meeting results with the Committee. The meeting will be structured to provide direction for preparation of a draft plan. This meeting is anticipated to take place in June 2012.

Task 9: Preparation of Draft Bicycle Master Plan

Mid-East will draft the plan, based upon input from the Advisory Committee and other citizen comments. Writing of this draft is anticipated to begin in July 2012 and be completed in September of 2012. The Plan will follow NCDOT's expanded municipal bicycle plan template, addressing the following items:

- Vision, Goals and Scope (immediate concerns and long term aspirations)
- An explanation of the benefits of a bicycling
- General Description of Existing Facilities, Current Conditions, Trends, Policies, Projects, and Programs
- Existing Conditions Map depicting the entire project area (the City and its ETJ) in terms of current bicycle facilities, streets, trails, origin/destination points, areas of focus, water bodies, topography, zoning, and other pertinent information.
- Identification of Target Populations, Unique Opportunities and Relevant Issues
- Overall Project Recommendations and Implementation Strategy, including coordination with existing related plans, regulations, and ordinances, as well as State and Federal guidelines
- Recommended Policies, Ordinance Modifications and Programs, including enforcement, community awareness, incentive and safety
- Recommended Implementation Strategies including potential partnering agencies and organizations
- Specific Project Identification and Priority List
- Comprehensive System Map clearly showing each proposed project according to location and type, proposed public transit routes and facilities, and other pertinent information.
- Facility Standards and Guidelines for bike lanes and other street improvements, off-road multi-use paths, signage, signalization, etc.
- Cost Estimates for Proposed Facilities
- Funding strategies and recommendations for implementation and maintenance (including but not limited to grant information, local budget recommendations and maintenance programs, staffing, committee formation, ongoing evaluation)
- Specific references to additional existing documents that may aid implementation of the Plan.
- A guide to the State, regional, and local adoption and approval process for the Plan

Task 10: Open House II

Mid-East Planning Staff will present a project plan for public review at a second Open House meeting. Staff will convey how previous public input has shaped the plan, and elicit public reaction to the overall plan and project priorities. Like the first Open House, this meeting will be interactive and oriented to achieve maximum citizen input on the plan and project recommendations. Mid-East will facilitate and provide all materials for the meeting, with the Mid-East working along with the City to advertise the meeting and securing the meeting location. Planning for this meeting will begin in July 2012 with the meeting to take place in August 2012.

Task 11: Advisory Committee Meeting III

Mid-East will conduct a third Advisory Committee meeting to review the second public meeting results and the draft plan with the Committee. The meeting will be structured to provide direction for revising the draft plan. This meeting would be anticipated to take place in September 2012.

Task 12: Review of Draft Bicycle Plan

After incorporating the review decisions of the Advisory Board, Mid-East will submit the plan draft to NCDOT Division 2, the Mid-East RPO, and to the NCDOT Division of Bicycle and Pedestrian Transportation for review and comment. If significant revisions to the Plan are recommended, a fourth Advisory Committee meeting may be required to determine final revisions. Mid-East will periodically apprise the reviewing agencies of the project as it progresses. Mid-East will make the plan draft available for public review and comment, on the web through the City website, throughout the development of the project. This process will begin in October 2012 and conclude in December 2012.

Task 13: Plan Revision and Final Assembly

Mid-East will make revisions to the Plan based upon Division of Bicycle and Pedestrian Transportation and other agency comment. Mid-East will then resubmit the draft to the Division of Bicycle and Pedestrian Transportation for final review, and to the City Recreation Advisory Committee and Planning Board. Mid-East will attend the review meeting of both the Recreation Advisory Committee and Planning Board, answer questions, and make necessary revisions to the Plan per recommendations. This process will begin in December 2012 and conclude in February 2013.

Task 14: Plan Adoption

Mid-East will attend a meeting of the City Council public hearing in order to present the Plan, answer questions, and otherwise assist the City staff with the Plan. Mid-East will revise the Plan per recommendations by the City Council. Additionally, Mid-East will submit the Plan to the Mid-East RPO for endorsement. The City will be responsible for advertising the public hearing. Mid-East will make its presentation in March 2013 and make necessary corrections for the April 2013 City Council meeting.

Task 15: Final Delivery

Upon adoption of the Plan by the City Council in April or May of 2013, with any revisions approved by the Division of Bicycle and Pedestrian Transportation, Mid-East will furnish the City with the following:

- 15 printed copies of the final bound document with reduced (11"x17") maps and Executive Summary
- One complete Plan in PDF format
- All original electronic files used to generate the PDF file in editable Microsoft Office programs with full access rights
- One print ready original
- All ArcGIS files used to create the maps in ArcGIS 9.2 format.

Mid-East will also furnish NCDOT with five printed copies, one digital copy of the final Plan, and all ArcGIS files used to create the maps. All meeting handouts and minutes will be provided to NCDOT following each meeting.

Bicycle or Pedestrian Plan Steering Committee

General categories for representation:

- Relevant Planning staff Mr. Steve Moler, 948-3888
- Police Chief (or their designee) Lt. Cliff Hale, 948-9436
- Public Works Director Mr. Allen Lewis 975-9332
- Local council member (Open)
- Medical facility or health representative Mrs. Kelli Russell 946-1902
- Elderly person possibly from retirement center/community Mr. Jim Coke 833-4737 cell
- Chamber or downtown business or major employer Mrs Catherine Glover 946-9168
- School system representative Ms. Michele Oros 414-7000 cell
- Major community representative (someone who can speak for a large sectors of the community) Mrs. Beth Byrd 946-3969
- YMCA and other community physical activity-centered organizations Mr. Austin Thomas 945-1331 cell
- A couple of long-time (well known) town residents that could represent the mixed demographic of the local community 1) Mr. Arnold Barnes 975-7921 2) Mrs. Monica Ferrari 975-1698
- A knowledgeable bicycle or pedestrian advocate (depending upon which type of plan you are creating): someone who is already a strong active voice for bicycle or pedestrian needs. Very Important. Mr. Bob Henkel 917-2117 Jonathan Kühn 943-5779
- Any other special populations
Ms. Kristi Hardison 976-9367 x 223 Pks & Rec Dept.

ADOPT/DISCUSS – REQUEST FROM BEAUFORT COUNTY AND BEAUFORT COUNTY WATER DISTRICTS I AND VI FOR PROPOSED EASEMENTS

Van Lewis, McDavid Associates presented the request to Council stating that Beaufort County Water District I - Washington Township (BCWD I) and Beaufort County Water District VI - Chocowinity/Richland Township (BCWD VI) are legal units of government located on the western side of Beaufort County. The governing body for both Districts is the Beaufort County Board of Commissioners. The Districts were created primarily to provide water to the rural areas of Beaufort County in their respective geographic areas. The two Districts are separated by the Pamlico/Tar River.

BCWD VI has water supply/treatment facilities with excess capacity capability. BCWD I, II, III, IV and V purchase their water supply from the City of Washington. BCWD I and VI have applications pending for significant federal funding to construct a water transmission system that will allow the pumping of water supply from BCWD VI to BCWD I. The ranking of the respective applications basically guarantees the Districts of funding if they can continue to qualify in compliance with PWS procedure.

In order to further qualify for funding, BCWD and BCWDVI must reach Ready to Proceed (RTP) status before May 31, 2012. To achieve RTP status, the water districts must have completed routing, acquisition of rights of ways necessary to install the water line, preparation of final plans and other criteria. Routing and preparation of final plans and specifications are in progress. Routing of the proposed water line is along the route of an existing Washington owned electrical transmission line between Chocowinity and the Washington Waste Water Treatment Plant. In general, BCWD I and BCWD VI are asking for Washington's approval of the route and granting of easements across Washington owned land and/or assignment of existing Washington easements if assignable that provides legal permission to BCWD I and BCWD VI as necessary to construct the water line. In addition, BCWD I and BCWD VI need to purchase land for a booster pump station. Specifically, BCWD I and BCWD VI request the following:

1. Approval for ingress, egress, construct, and maintain a water line along the existing Washington electrical transmission easement from pole 49 to and across the Pamlico/Tar River to pole 79 as shown on City of Washington Plan and Profile As-Builts. He has attached a map on which tax map information is depicted along with a spread sheet extract that identifies current property owners and references to easements granted to Washington for the electrical transmission line.
2. Approval for a 20' permanent easement (40' temporary construction easement) in the vicinity of the eastern property line of the Washington waste water treatment plant property located on 2nd Street for ingress, egress, construct and maintain a water line from the north side of the river to 2' Street.
3. Approval for the construction of a water line within the Washington maintained street rights of ways.
4. Indication of willingness to sell to BCWD I and BCWD VI a city owned parcel of land (approximately 150' x 150') in the vicinity of the existing Washington waste water treatment plant if surplus land is available for the purpose of the construction of a booster pump station, said land to be later identified after investigation/determination if surplus Land is available.
5. Permission to tie-in to existing 16" water line located at the south end of Page Road at the intersection of US 264 (southern access to the Industrial Park), said water line currently being operated on BCWD I hydraulic grade line.
6. Washington granting a twenty foot wide permanent easement (and a forty foot wide temporary easement) for proposed water line within Washington's existing "Utility Easement Across The Beasley Enterprises, Inc. Property" as recorded in Book 814 Page 299.

Council discussed the components of the requested easement. Mr. Kay stated that from an easement standpoint, staff is ok with the request, but would prefer to grant a specific easement instead of a general easement. Councilman Mercer discussed the installation of the pipeline under the Tar River. Mr. Lewis stated the pipeline will be at least forty feet from the existing electrical transmission structure. (Mr. Lewis emailed the clerk with a correction/clarification and stated: The proposed line will be a minimum of 20' under the Tar River and will be 35' horizontally from the center of Washington's pole structures. The proposed water line will be 28' from the nearest existing pole.) Mr. Kay noted that in the right of ways and street ways, staff would hope the County would pave or improve the streets along the exchanged property. Mr. Lewis stated that the encroachments with NCDOT are filed by Beaufort County, not the City of Washington.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council approved the requests from Beaufort County and Beaufort County Water Districts I and VI in reference to proposed easements, which will be specific easements.

1. Approval for ingress, egress, construct, and maintain a water line along the existing Washington electrical transmission easement from pole 49 to and across the Pamlico/Tar River to pole 79 as shown on City of Washington Plan and Profile As-Builts. He has attached a map on which tax map information is depicted along with a spread sheet extract that identifies current property owners and references to easements granted to Washington for the electrical transmission line.
2. Approval for a 20' permanent easement (40' temporary construction easement) in the vicinity of the eastern property line of the Washington waste water treatment plant property located on 2nd Street for ingress, egress, construct and maintain a water line from the north side of the river to 2nd Street.
3. Approval for the construction of a water line within the Washington maintained street rights of ways.
4. Indication of willingness to sell to BCWD I and BCWD VI a city owned parcel of land (approximately 150' x 150') in the vicinity of the existing Washington waste water treatment plant if surplus land is available for the purpose of the construction of a booster pump station, said land to be later identified after investigation/determination if surplus Land is available.
5. Permission to tie-in to existing 16" water line located at the south end of Page Road at the intersection of US 264 (southern access to the Industrial Park), said water line currently being operated on BCWD I hydraulic grade line.
6. Washington granting a twenty foot wide permanent easement (and a forty foot wide temporary easement) for proposed water line within Washington's existing "Utility Easement Across The Beasley Enterprises, Inc. Property" as recorded in Book 814 Page 299.

ADOPT – ORDINANCE TO CONDEMN AS UNSAFE THE STRUCTURE LOCATED AT 331 WEST 7TH STREET AND DIRECT THE STRUCTURE TO BE VACATED AND CLOSED

Mr. Kay reviewed the request with Council stating that the governing body of the City may adopt and enforce ordinances relating to residential structures that fail to meet minimum standards of maintenance, sanitation, and safety. The minimum standards address conditions that are dangerous and injurious to public health, safety and welfare and identify circumstances under which a public necessity exists for the repair, closing or demolition of such structures. The Code Official determined that the property has not been properly maintained and failed to meet minimum standards and issued an order to require the owner to demolish and remove the building or structure. The owner of the subject property has failed to respond to the request by the Senior Building Inspector to bring the structure into compliance. Therefore, it is recommended that an Ordinance be adopted to condemn the structure as unsafe and direct that the structure located at 331 West 7th Street be vacated and closed.

Land Value \$5,040
Building Value \$2,657
Total Tax Value \$7,697

Bids Submitted
Bids for demolition of the structure:
St. Clair Trucking, Inc. \$20,000

One bid was received for the demolition of the aforementioned structure. The cost of demolition exceeded the total tax value of the structure and property. The decision was made to not accept the bid to demolish the structure at this time but to direct that the structure be vacated and closed until such time that the structure could be placed on the review list for the Community Development Block Grant.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council adopted the ordinance condemning the structure located at 331 West 7th Street as unsafe and directed the structure to be vacated and closed as issued by the Senior Building Official.

**AN ORDINANCE FINDING THAT THE DWELLING AND PROPERTY DESCRIBED
HEREIN IN THE CITY OF WASHINGTON ARE UNSAFE AND DIRECTING THAT THE
DWELLING BE PLACARDED, VACATED, SECURED, AND CLOSED**

WHEREAS, the City Council of the City of Washington finds that the dwelling and property described herein were and are deemed unsafe under the provisions of the Minimum Housing Code (“Code”) in the City of Washington City Code and pursuant to North Carolina General Statute § 160A-441 et seq, that all of the provisions have been complied with as a condition of the adoption of this Ordinance; and

WHEREAS, the dwelling on said premises should be placarded, vacated, secured, and closed as directed by the Senior Building Official for the reasons that the same was and is deemed unsafe; and

WHEREAS, Ms. Dorothy A. Dorsey, the owner of the dwelling, has been given a reasonable opportunity to bring the dwelling up to the standards of the Code in accordance with North Carolina General Statute § 160A-443 pursuant to an order issued by the Senior Building Official on January 6, 2012. The owner has failed to comply with said order.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Washington, that:

Section 1. The Senior Building Official is hereby authorized and directed to proceed to placard, vacate, secure and close the above described dwelling located at 331 West 7th Street in accordance with the Code and North Carolina General Statute § 160A-443(4).

Section 2. The cost of placarding, vacating, securing, and closing the dwelling shall constitute a lien against the real property upon which the cost was incurred as provided in North Carolina General Statute § 160A-443(6).

Section 3. This Ordinance shall be recorded in the Office of the Register of Deeds of Beaufort County, N.C.

This Ordinance shall become effective on this date of adoption, March 12, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**AWARD/APPROVE – CONTRACT FOR TREE TRIMMING SERVICES FOR FY 2012-13 TO
ASPLUNDH TREE EXPERT COMPANY AND APPROVE CORRESPONDING PO (\$174,554)**

Josh Kay, City Manager explained that formal bids for tree trimming services were received and opened on 21 February 2012. Five separate companies were contacted for bids and only two (2) bids were received meeting the bidding requirements of the North Carolina General Statutes. Asplundh Tree Expert Company is currently providing this service to the City of Washington. The rates offered for labor and equipment are equal to our current negotiated rate. The contract amount will be included in the upcoming fiscal year 2012-13 electric fund budget request, the corresponding purchase order will not be issued until July 1, 2012.

Councilman Mercer stated he was reluctant to approve the purchase order and contract tonight, he felt it would be more appropriate to wait until the new budget was adopted. Councilman Brooks asked if it would be an issue to wait to approve this request. Mr. Kay explained that it would not be an issue, but would prefer to not wait until July to approve, it would be preferable to approve no later than May. Mayor Pro tem Roberson stated we could approve the item tonight with an effective date of July 1st, he sees no reason to delay.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council awarded a contract for tree trimming services for fiscal year 2012-13 to Asplundh Tree Expert Company in the amount of \$174,554, with the purchase order issue date of July 1, 2012. Motion carried 4-1, with Councilman Mercer opposing.

ADOPT/DISCUSS – RECOMMENDED FEES/CHARGES FOR USE OF THE GROUNDS AND/OR FACILITIES OF THE FESTIVAL PARK AND DISCUSS RULES FOR FESTIVAL PARK

Josh Kay, City Manager reviewed the topic with Council noting that over the past year of constructing Festival Park, focus groups, event planners and the Washington Recreation Advisory Committee, along with City Staff have been working on guidelines for use of the Festival Park area. Mr. Kay thanked Philip Mobley and Kristi Hardison for undertaking this project. These guidelines will include scheduling events and incorporating the final stages of construction to include installing the Bermuda grass July— August 2012.

On February 7, 2012 and February 17, 2012 a focus group consisting of major event partners and sponsors met to discuss the fees and charges for use of the Festival Park. Those recommendations were accepted at the February 20, 2012 Recreation Advisory Committee meeting and recommended to be presented to City council for adoption.

Festival Park Fees Proposed

	4 Hours	Same Date, Over 4 Hours	Partner Sponsored Event 3 Day Max
Picnic Shelter	\$80.00	\$120.00	\$80.00
electricity	\$10.00	\$10.00	\$10.00
Stage	\$100.00	\$150.00	\$100.00
electricity	\$25.00	\$25.00	\$25.00
Park	\$50.00	\$75.00	\$0.00
(2) Duplex 120 volt 20 amp pump station panel box	\$10.00	\$10.00	\$10.00
240 volt (50 amp or 100 amp+ pump station panel box. may require afterhours hook up/disconnect (\$150 each)	\$25.00	\$25.00	\$25.00
Festival Park Refundable Deposit w/ access to service road	\$500.00	\$500.00	\$0.00
Total	\$800.00	\$915.00	\$250.00

Partner Sponsored Event - Event sponsored by a Washington based non-profit that brings a measureable economic and/or community impact to the City of Washington

Established Partners:

- BC Arts Council
- East Carolina Wildfowl Guild
- NC Estuarium
- Washington Beaufort County Chamber of Commerce
- Washington Harbor District Alliance
- Washington Noon Rotary
- Washington Tourism Development Authority

Proposed Rules for Festival Park

1. No hand cart to be used on steps. All hand carts or pull carts of any kind must use the handicap ramp.
2. No chains, zip ties, tape, or straps of any kind can be attached or come in contact the metal structures or should come in contact with metal structures.
3. Nothing will be permitted that will scratch, mark or deface metal structure, bricks, concrete slab, walkway, or caps.
4. Banners may only be displayed along the rail at the top of the shelter or along the sides of the shelter. Nothing should be displayed from the handrails.
5. All banners must be displayed with string.
6. No amusement rides will be permitted in this area. Amusement rides also include blow ups.
7. No fires or open flames to be used under structure. No oils or liquids. This will stain the floor.
8. It is the responsibility of the Event Planner that is renting/reserving the structure to enforce these rules. Any damage to the structure is the financial responsibility of the Event Planner renting/reserving the structure.

9. No driving in the park, except along the grasscrete areas.
10. Dance floors may be placed on the grass, but should only be put down the day of the event and MUST be removed at the conclusion of the event.
11. All tent locations must be approved by the Events and Facilities Manager. Tents may be erected no more than 2 days prior to your event (upon availability) and must be removed the day after your event. For Friday evening or Saturday events, tents must be removed by the following Monday.
12. All dumpsters and porta johns must be set up on hard surfaces.
13. All food events must be catered by an approved vendor list. Requests may be made for additional vendors.

Councilman Mercer expressed concern with the cost for partner sponsored event and the cost. Mr. Kay stated the 3 day event limit is mainly for the installation and removal of tents. Mayor Jennings stated we have to start somewhere and can always come back and revisit the fees if needed. Mr. Mobley noted there is ample opportunity to use the facility free of charge, the fee is more or less a reservation fee. Mac Hodges inquired about the use of non-profits providing bands and events that are free to the public. Mayor Jennings stated rather than waive fees, we can address those issues if they should arise. Mayor Jennings also expressed concern with skateboarders and trick bikers at the facility. Mr. Kay stated this is an enforcement issue and will alert the Police Department of this activity.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted the recommended fees/charges for use of the Festival Park within the guidelines of the City's Special Events Policy and adopted the rules for Festival Park.

AUTHORIZE – CITY MANAGER TO SIGN RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH BRIDGE HARBOR, LLC (FIREWORKS)

On July 4, 2012 the City of Washington will be celebrating the evening on the waterfront with a fireworks show for the public. Mr. Parker Overton, of Bridge Harbor, LLC, is allowing this property to be used this year for the City's fireworks show for the public. One agreement is to release, hold harmless and indemnify the Bridge Harbor, LLC (landowner). The second agreement is for East Coast Pyrotechnics (firework's company). All City departments in connection with this event have signed off on the location. This is the old location used in past years. Mr. Kay also requested that Council authorize the City Manager to sign the East Cost Pyrotechnics, Inc. Agreement as well and to execute these agreements/releases, should they not change, in future years.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council authorized the City Manager to sign the Release, Hold Harmless and Indemnification agreement with Bridge Harbor, LLC and the East Coast Pyrotechnics, INC Agreement. Council also recommended that the City Manager be authorized to execute the agreements/releases in future years, provided there are no changes in the future agreements/releases.

NORTH CAROLINA
BEAUFORT COUNTY

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, the City of Washington ("City") has contracted or will contract with East Coast Pyrotechnics, Inc. to provide a fireworks show for the public on July 4, 2012.

WHEREAS, the City has requested Bridge Harbor, LLC to allow its property to be used in conjunction with the above.

WHEREAS, Bridge Harbor, LLC desires to permit its property to be used in conjunction with the above upon the condition that the City furnish it with this Release, Hold Harmless and Indemnification Agreement ("Release").

NOW THEREFORE, know all persons by these presents, upon execution of this Release and in consideration of the foregoing, which consideration is acknowledged to be sufficient and legally binding, the City does hereby agree to unconditionally release, hold harmless, indemnify, acquit and forever discharge Bridge Harbor, LLC, and its respective agents, representatives, insurers, successors, and assigns, and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorney's fees, and consequential, general, special, and punitive damages or liabilities, known or unknown, on account of, or in any way related to or growing out of the use of Bridge Harbor, LLC's property to produce a firework show for the public on July 4, 2012 as more particularly described hereinabove.

IN WITNESS WHEREOF, the City has caused this instrument to be executed in its name by its City Manager, attested by its City Clerk, and its corporate seal to be hereunto affixed, all by proper corporate authority duly given.

This the 12 day of March, 2012.



CITY OF WASHINGTON

By: [Signature] (Seal)
Joshua L. Kay, City Manager

[Signature]
Cynthia S. Bennett, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, Reatha B. Johnson, a Notary Public of the State and County aforesaid, do hereby certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is the City Clerk of the CITY OF WASHINGTON, a body politic and corporate, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and Notarial seal, this the 12 day of March, 2012.

[Signature]
NOTARY PUBLIC

My Commission expires: 12/14/2014.



**EAST COAST PYROTECHNICS, INC.
AGREEMENT**

THIS AGREEMENT entered in this 16th day of March 2012 by and between EAST COAST PYROTECHNICS, INC., of Catawba, South Carolina, and the Parks & Recreation Department of the City of Washington, North Carolina (CUSTOMER).

WITNESSETH: EAST COAST PYROTECHNICS, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one (1) Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display, said display to be given on the evening of July 4, 2012 CUSTOMER Initial AC weather permitting. It being understood that, should inclement weather prevent the giving of this display on the date mentioned herein, the parties shall agree to a mutually convenient alternate date within six (6) months of the original display date. CUSTOMER shall remit to the first party an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of EAST COAST PYROTECHNICS, INC. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, EAST COAST PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is cancelled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay EAST COAST PYROTECHNICS, INC., on demand, all EAST COAST PYROTECHNICS, INC.'s documented out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses, and employee charges.

EAST COAST PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. EAST COAST PYROTECHNICS, INC. enters this Agreement contingent upon its ability to secure delivery of product for the display.

EAST COAST PYROTECHNICS, INC. further agrees following the fireworks display to leave the display and fallout areas free of all trash, including any partly combusted materials, and any and all other items, materials and equipment introduced to said display and fallout area as a result of said fireworks display and show.

It is further agreed and understood that the CUSTOMER is to pay EAST COAST PYROTECHNICS, INC. the sum of \$10,000.00 (50% deposit due April 1, 2012). A service fee of 1½% per month shall be added if account is not paid within 30 (thirty) days of the show date.

EAST COAST PYROTECHNICS, INC. will obtain Workers Compensation insurance as may be required by law and Commercial General Liability as well as Property Damage insurance. Said Commercial General Liability and Property Damage insurance shall afford coverage at a minimum of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Coverage shall be written on an occurrence basis. Said policy shall list the CUSTOMER as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to the CUSTOMER. EAST COAST PYROTECHNICS, INC. shall deliver to the CUSTOMER certificates of insurance for all insurance policies required hereunder. EAST COAST PYROTECHNICS, INC. releases and relieves the CUSTOMER and waives EAST COAST PYROTECHNICS, INC.'s entire rights of recovery against the CUSTOMER for loss or damage arising out of or incident to any matter insured against under this Agreement. EAST COAST PYROTECHNICS, INC. shall give notice to its insurance carriers that this waiver of subrogation is contained in this Agreement and cause the carriers to accept this waiver of subrogation, to the extent permissible by law.

CUSTOMER will provide the following items.

- (a) Sufficient area for the display, including a minimum spectator set back of 350 feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.

- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this Agreement shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. CUSTOMER agrees to pay any and all collections costs, including reasonable attorney's fees and court costs incurred by EAST COAST PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this Agreement and invoice.

The parties hereto due mutually and severally guarantee terms, conditions, and payments of this Agreement, these articles to be binding upon the parties, themselves, their heirs, executors, and administrators, successors and assigns.

In consideration of this Agreement, which consideration is acknowledged to be sufficient and legally binding, EAST COAST PYROTECHNICS, INC. does for itself, its agents, successors and assigns, hereby unconditionally agree to protect, release, hold harmless, and will indemnify, defend, acquit and forever discharge the CUSTOMER, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, attorneys, insureds, successors and assigns, and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, losses, penalties, fines, attorney's fees and consequential, general, special, and punitive damages or liabilities, of every kind, known or unknown, on account of, arising from or in any way related to or growing out of this Agreement, including but not limited to the provision of said Fireworks Display. EAST COAST PYROTECHNICS, INC. further agrees to investigate, handle, respond to, provide defenses for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. EAST COAST PYROTECHNICS, INC. warrants that it will provide said services, including but not limited to the provision of said Fireworks Display, in accordance with all pertinent federal, state, and local laws, rules and regulations, including all applicable rules and regulations of any regulatory agency.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute §159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

EAST COAST PYROTECHNICS, INC.

By: *Joel Matthews*

Date Signed: 3/22/12

Joel Matthews
P.O. Box 209
Catawba, SC 29704
P803-789-5733
F803-789-6440
joel@eastcoastpyro.com

CITY OF WASHINGTON

Matt Rauschenbach (SEAL)
Matt Rauschenbach,
Chief Financial Officer



CUSTOMER

By: *Josh Kay*
Is duly authorized agent, who represents he/she has authority to bind CUSTOMER.

Date Signed: 3/16/12
(Please type or print)

Name: Josh Kay
Address: 706 1988
Washington, NC 27889
Phone: 75-9367-223
Email: khardison@washingtnc.gov
Billing email: same

send to
Kristi

ADOPT/APPROVE – BUDGET ORDINANCE AMENDMENT FOR AIRPORT FUND AND APPROVE CORRESPONDING PURCHASE ORDER (\$383,333)

and

ADOPT RESOLUTION TO ENTER AND EXECUTE AIRPORT DRAINAGE AGREEMENT

Mr. Kay reviewed the requested with Council. As noted in a letter from Mr. Richard J, Walls, P.E., Director of Aviation with the NC Department of Transportation, we have been allocated \$345,000 in State funds for airfield drainage improvements. These funds require a match of \$3 8,333 (10%). The attached budget ordinance amendment appropriates the required match. These funds will be used to make repairs to the piped drainage system on airport property, primarily under and immediately adjacent to runways and taxiways. Like the runways and taxiways, the storm drain pipe under the pavement has remained largely untouched since installation back in the 1940s. Needless to say, they are in need of repairs and this grant should go a long ways to making these repairs possible. If feasible, we will also be making point repairs to these storm drain pipes where there are sinkholes in the grassy areas of airport property. We are also are looking for the approval of a purchase order for preliminary engineering, design and bidding services for this work. Talbert and Bright, our airport engineers, have submitted a proposal for a work authorization in the amount of \$39,570. The work scope and fee have been reviewed and approved by the NC Division of Aviation.

It was also explained that \$345,000 of State Funds has been allocated to the City requiring a \$38,333 (10%) local match. The grant agreement is for the preliminary engineering/design/bid

component of this project. The grant has been approved for \$36,693 based on total estimated cost for this component of \$40,770.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted the budget ordinance amendment to re-allocate funds for estimated revenues in the Airport Fund, approved the corresponding purchase order and adopted a resolution designating the City Manager as the Sponsor authorized to enter into and execute the Airport Drainage Grant Agreement with the NC Department of Transportation.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That the Estimated Revenues in the Airport Fund be increased in the following amounts:

37-90-3453-0005	Federal Grant -36244.51.8.1	\$ 345,000
37-90-3397-1000	Transfer from General Fund	38,333
	Total	\$ 383,333

Section 2. That account number 37-90-4530-4521, Federal Grant— 36244.51.8.1, portion of the Airport Fund be increased in the amount of \$383,333 to account for grant funded drainage improvements at the airport.

Section 3. That the following accounts in the General Fund be increased or decreased in the following amounts to account for the local grant match:

10-00-9990-9900	Contingency	\$ (36,723)
10-00-4400-3700	Transfer to Airport Fund	38,333
	Subtotal Appropriations	\$ 1,610
10-00-3991-9910	Fund Balance Appropriated	\$ 1,610

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon its adoption.

Adopted this the 12th day of March, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

RESOLUTION

A motion was made by Mayor Pro tem Roberson and seconded by Councilman Brooks for the adoption of the following resolution and upon being put to a voted was duly accepted:

WHEREAS, a Grant in the amount of \$36,693 has been approved by the Department based on total estimated cost of \$40,770; and

WHEREAS, an amount equal to or greater than 10 percent of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE City Manager of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

This the 12th day of March, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

Mr. Kay stated that the City has received the “ok” from the Department of Transportation regarding the RFP’s for the FBO. Copies were provided to the Airport Advisory Board for their review and comments and will be forwarded to Council.

AWARD/ADOPT/AUTHORIZE – FINANCING BID FOR INSTALLMENT PURCHASES TO BB&T, AND ADOPT A RESOLUTION APPROVING FINANCING TERMS, AND AUTHORIZE THE C.F.O. TO EXECUTE THE NECESSARY DOCUMENTS (\$897,666)

Mr. Kay noted in this year’s budget, Council authorized the City to borrow \$897,666 to fund the projects on the attached list. Five proposals were received from financial institutions (see bid tab) on February 27, 2012. Councilman Mercer stated it was his desire to move away from short term financing and he would prefer to take the funds out of our unrestricted fund balance in the General Fund and pay for these items as we go. Mayor Pro tem Roberson stated the current interest rate is probably the lowest we will ever see it. Council continued their discussions regarding financing or “pay as you go”.

By motion of Councilman Pitt, seconded by Councilman Mercer, Council agreed to use unrestricted fund balance in the respective funds to purchase the installment purchases below as opposed to financing the installment purchases. Motion carried 4-1 with Mayor Pro tem Roberson opposing.

Installment Purchases 2011-2012

	<u>Department</u>	<u>Description</u>	<u>Detail \$</u>	<u>Summary \$</u>
GENERAL FUND				
10-10-4341-7401	EMS	EMS Truck	135,400	146,900
		Power Stretcher	11,500	
10-20-4510-7403	Street Maintenance	Wheel Loader	85,066	85,066
10-10-4310-7402	Police	Two police vehicles	<u>35,700</u>	<u>35,700</u>
Total For	GENERAL FUND		267,666	267,666
ELECTRIC FUND				
35-90-7250-7403	Electric Meter Services	Vehicle #652	35,000	35,000
35-90-8370-7403	Electric Substation	SCADA Steel Pole	30,000	255,000
		White Post Transformer	100,000	No Security Interest
		Generator Catalyst Installations	125,000	
35-90-8375-7403	Load Management	Load management switches	70,000	70,000
35-90-8390-7403	Power Line Construction	Bucket Truck #605	200,000	270,000
		Trencher #621	<u>70,000</u>	
Total For	ELECTRIC FUND		630,000	630,000
Grand Total			897,666	897,666

Installment Financing Bids

	First South	Wells Fargo	RBC	BB&T	ECB
Interest rate	2.24%	1.70%	2.14%	1.63%	2.75%
Interest	51,175.32	38,672.85	48,852.12	37,059.79	65,092.46
Monthly Payment	16,082.06	15,870.15	16,042.68	15,842.81	16,317.94
Prepayment	0	0	0.5% min.	1%	0
Closing Costs	5,744	500	100	-	1,100
Term	59 months	59 months	59 months	59 months	59 months
Escrow Fees	0	0	0	0	0

ADOPT – RESOLUTION AUTHORIZING WORKER’S COMPENSATION CLAIM PAYMENT

Mr. Kay stated this is a revision to a previous resolution adopted June 22, 2009 which authorized the City Manager to approve claims that exceeded \$10,000. This resolution authorizes the City Manager to approve claims from \$10,000 to \$50,000 and the City Council to approve those in excess of \$50,000.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council adopted a resolution authorizing payment of worker’s compensation claims.

**RESOLUTION FOR AUTHORIZATION OF COMPENSATION CLAIMS SOLUTIONS
TO PAY WORKER'S COMPENSATION CLAIMS UP TO \$10,000**

WHEREAS, there is an intent of the City of Washington to authorize Compensation Claims Solutions to pay workers compensation claims up to \$10,000; and,

WHEREAS, the City Manager must authorize workers compensation claims that exceed \$10,000;

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BOARD THAT:

- Section 1. The Governing Board hereby authorizes Compensation Claims Solutions to pay workers compensation claims up to \$10,000.
- Section 2. The Governing Board authorizes the City Manager to approve workers compensation claims that fall between \$10,000 and \$50,000.
- Section 3. The Governing Board will approve all workers compensation claims in excess of \$50,000.
- Section 4. This Resolution shall become effective upon signature.

Adopted this the 12th day of March, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**AUTHORIZE – CITY MANAGER TO WITHDRAW THE DEMOLITION OF THE
CHARLOTTE STREET BRIDGE FROM THE CURRENT CONTRACT WITH T.A. LOVING
COMPANY OR AUTHORIZE THE CITY MANAGER TO RESTART THE DEMOLITION OF
THE CHARLOTTE STREET BRIDGE AS CONTRACTED WITH T.A. LOVING COMPANY**

Mr. Kay reminded Council that a public hearing was held on February 27, 2012 at which time this topic was discussed. He explained the options below:

1. Authorize the City Manager to withdraw the demolition of the Charlotte Street bridge from the current contract with T.A. Loving Company; OR
2. Authorize the City Manager to restart the demolition of the Charlotte Street bridge as contracted with T.A. Loving Company.

Councilman Mercer inquired at the last meeting about what the carrying capacity was for the culverts at Jack's Creek as well as the pump capacity. Mr. Kay apologized to Council as he thought he had forwarded the requested information to them. Councilman Moultrie noted that the "people" have spoken and we need to move forward with the item. Mayor Jennings thanked the public for attending the public hearing and voicing their concerns regarding this matter. Councilman Mercer requested that when the work is done, that a barricade is not put up at the end of the road, instead install proper curbing be put in place to route traffic appropriately. Allen Lewis, Public Works Director acknowledged that this item is included in the contract. Mayor Jennings noted this is just another component of drainage improvements.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to restart the demolition of the Charlotte Street Bridge as contracted with T.A. Loving Company.

**ADOPT RESOLUTION IN SUPPORT OF NCDOT TO MILL AND RESURFACE THE
INTERSECTION OF 5TH AND BRIDGE STREETS**

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted a resolution in support of NCDOT to mill and resurface the intersection of 5th and Bridge Streets.

**RESOLUTION IN SUPPORT OF NCDOT
TO MILL AND RESURFACE
THE INTERSECTION OF BRIDGE AND FIFTH STREETS**

WHEREAS, the City of Washington supports NCDOT in securing funding to begin milling and resurfacing the intersection of Bridge and Fifth Streets in the City of Washington; and

WHEREAS, the project includes reconstruction of some of the drainage structures and curbing in the radius of the intersection areas; and

WHEREAS, NCDOT recognizes that Fifth Street/US 264 through Washington needs repairing,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Washington does hereby support NCDOT in securing funds to begin milling and resurfacing the intersection of Bridge and Fifth Streets in Washington, NC.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**REQUEST FROM CATS ABOUT TOWN FOR EXEMPTION FROM
SECTION 22-97 OF THE CITY CODE.**

Josh Kay, City Manager explained that Cats About Town has applied for and exemption from Chapter 22-97 (prohibition on the feeding of animals) and has proved information as required by code. Council discussed concerns with feeding locations and insuring they are on public property and specific times the cats will be fed. Mayor Jennings expressed concern with the proposed number of reductions and would like to see a firm number of reductions (net reduction of cats from 21 down to 16 within twelve months) and a review of this exemption in twelve months to see how well it was adhered to and continue the success rate of spay/neutering. Mr. Kay asked if Council wanted to hold this item until April? Council will offer the exemptions with the additional terms presented tonight.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council approved the exemption of CATS About Town from Section 22-97 of the Code of the City of Washington, as prescribed in Section 22-97(i)(4), with the conditions outlined in their application and/or as amended by City Council as follows: (1)feeding locations must be on public property (2) specific feeding times (3) have a net reduction of cats to 16 within twelve months (4)continue success rate of spay/neutering program.

March 7, 2012

Dear Mr. Kay;

There are currently 12 cats living south of Main Street, six each at location # 2 and 3. Our plan to reduce the number of cats within the next twelve to eighteen months is as follows:

- Three cats have adoption potential. With the feeding program now in place, we are afforded the opportunity to continue to socialize these cats. Locating homes in our current economy is an arduous task, however, we will pursue all avenues available to us including newspaper ads, on-line postings, and fliers distributed throughout Beaufort and Pitt County.
- Two or three additional cats could possibly be relocated. From our recent experience, however, relocation has proven to be an even more difficult task. Again, we will pursue all avenues including newspaper ads and fliers.

Thank you for your support and attention to this matter!

Sincerely,

Nancy O'Neill
Monica Ferrari
CATS About Town~TNR

12 February 2012

Dear Mayor Jennings and City Council Members,

Re: Option 2-Allow exemptions from prohibition of feeding animals
Section 22-97

(i) (4) Exemption certain individuals and/or groups

a. Overall program description and purpose of program:

CATS About Town-TNR is a non-profit trap/neuter/return program whose mission is to control, reduce and stabilize the population of free roaming feral cats within the City of Washington, both downtown and the immediate surrounding areas. Feral and non-adoptable cats are trapped, tested, vaccinated and altered so they can no longer reproduce. They receive a vaccine for rabies and have one ear "tipped" for future identification before they are returned to their original environment. Chocowinity Veterinary Hospital, Tar River Animal Hospital and Spay Today graciously provide these services at a low cost to our organization. Allowing once daily feeding will serve two purposes: we can monitor the colonies for any changes in numbers or health, and it will keep the cats from scavenging, resulting in cats possibly becoming more visible during daylight hours and rooting in dumpsters.

b. Locations where feral cats are to be fed:

1. One area north of Main Street, specifically behind 140 Main St., just east of Ayers Lane on a small, abandoned loading dock behind the vacant building.
2. One area south of Main Street, specifically between an electrical box and the wall of the vacant building, Hotel Louise There is a space of three feet, not seen from the parking lot.
3. One area south of Main Street, specifically between the utility boxes and wall of vacant building, east of Washington Jewelers. There is a space of three feet, not seen from the parking lot.
4. One area north of Main Street, behind vacant building 180 Main Street, beside back door.

c. Times that feeding will occur:

After business hours. The dry food will be in a bowl and removed by one hour later.

d. List of individuals with contact information:

Nancy O'Neill (252) 495-1857 nancyoneill@aol.com
Monica Ferrari (252) 975-1698 ferrarisports07@suddenlink.net
Leslie Steele (516) 467-7596 leslieesteele@hotmail.com
Tricia Woolard (252) 944-8301
Deb Griffiee (252) 288-9397

e. Disposition of current downtown feral cats neutered and locations on separate sheet.

CATS ABOUT TOWN~TRAP, NEUTER, RETURN & MANAGEMENT PROGRAM

Disposition of Downtown Washington Cats: All cats listed, with the exception of 2, have been spayed or neutered, have tested negative for feline disease, received at least one rabies vaccination, and have had their left ear "tipped" for identification. All records are on file at Chocowinity Veterinary Hospital unless stated otherwise.

Location #1 is north of Main Street, specifically behind 140 Main St., just east of Ayers Lane on a small, abandoned loading dock behind the vacant building.

- Little Brother~black short-haired male
- Frick~black short-haired male
- Frack~black short-haired male; records are on file at Spay Today in Greenville, NC.
- Russie~brown short-haired female tabby

Location #2 is south of Main Street, specifically between an electrical box and the wall of the vacant building, Hotel Louise. When flooded, feeding site may temporarily be moved to adjacent alley.

- Boyfriend~black short-haired male; adoption potential
- Mama Kitty~black short-haired female
- Mr. Kitty~black long-haired male
- Alioop~black medium-haired female
- Aliway~black short-haired female
- Charisma~brown short-haired male tabby

Location #3 is south of Main Street, specifically between the utility boxes and wall of vacant building, east of Washington Jewelers. When flooded, feeding site may temporarily be moved to adjacent cement slab.

- Jewel~short-haired female tortoise shell; not spayed.¹ She will continue to be monitored daily.
- Sweetness~black long-haired male; not neutered. He will continue to be monitored daily.
- Simba~black long-haired male; adoption potential
- Nico~black short-haired male
- Simon~black short-haired male; records are on file at Tar River Animal Hospital.
- Marley~black long-haired male; adoption potential

Location #4 is north of Main Street, behind vacant building 180 Main Street, beside back door.

- Beau~black long-haired male
- Hootsie~long-haired female tortoise shell
- Gracin (Big Gray)~gray short-haired male; records are on file at Spay Today.
- Tippy Toes~black short-haired male
- Puss-n-Boots~mostly black (white on nose) short-haired male

¹The TNR management/feeding program will increase the likelihood of trapping & spaying/neutering these cats.

RECOGNITION OF THE CITY EMPLOYEES

Mayor Pro tem Roberson expressed recognition and thanks to the City employees working in the central business district/historic district and acknowledged the good work they have been doing in those areas.

UTILITIES CAPACITIES & USES – WATER & SEWER

Councilman Mercer inquired about where we stand in incorporating new growth/industry with our system? He asked staff to evaluate the ability to accommodate growth potential and possible limitations on our systems.

***REMINDER OF GOVERNOR'S TRANSPORTATION SUMMIT IN GREENVILLE –
FRIDAY AT THE MURPHY CENTER**

**CLOSED SESSION – UNDER § NCGS 143-318.11(A)(3) ATTORNEY/CLIENT AND 143-
318.11(A)(5) POTENTIAL ACQUISITION OF REAL PROPERTY – 1ST PRESBYTERIAN
CHURCH PROPERTY EXCHANGE**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to go into closed session at 7:45pm under NCGS143-318.11(A)(3) Attorney/Client And 143-318.11(A)(5) Potential Acquisition Of Real Property – 1st Presbyterian Church Property Exchange.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to come out of closed session at 8:05pm.

ADJOURN

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council adjourned the meeting at 8:05pm until March 26, 2012 at 5:30pm in the Council Chambers at the Municipal Building.

Cynthia S. Bennett, CMC
City Clerk