



City of
Washington
NORTH CAROLINA
Council Agenda
SEPTEMBER 12, 2016
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from August 22, 2016 **(page 3)**

Approval/Amendments to Agenda

I. Consent Agenda:

A. Declare Surplus/Authorize - Electronic Auction of Vehicles Through GovDeals
(page 18)

B. Adopt – Bank Wire Resolution **(page 19)**

II. Comments from the Public:

III. Public Hearing 6:00PM– Zoning: None

IV. Public Hearing 6:00PM - Other:

A. Adopt – Annexation Ordinance for the Contiguous Annexation of the State
Employees Credit Union Property **(page 22)**

B. Adopt – Resolution Ordering the Closure & Abandonment of a Portion of West
2nd Street **(page 26)**

V. Scheduled Public Appearances: None

VI. Correspondence and Special Reports:

A. Memo – Save the Pool Fundraiser Update **(page 31)**

B. Memo – PS Jones Memorial Park **(page 32)**

C. Memo – Proposed 15th Street Widening and Access Management Project **(page 33)**

D. Memo – Waterfront Docks Storage Building **(page 34)**

E. Memo – Substandard Housing Activities List: 2012-2016 **(page 41)**

F. Memo – Substandard Housing List: Priorities **(page 46)**

VII. Reports from Boards, Commissions and Committees: None



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- VIII. Appointments:
A. Appointments – Library Board of Trustees (**page 64**)
- IX. Old Business:
A. Approve – Waterfront Dock Agreements/Leases (**page 68**)
- X. New Business:
A. Approve – WHDA’s Request to Serve Alcohol at Pickin’ on the Pamlico(**page 92**)
B. Award – Contract for FY 2016-17 Street Improvements/Resurfacing Project and Approve Corresponding Purchase Order (**page 94**)
C. Award – Contract for 2016 Drainage Improvements and Approve Corresponding Purchase Order (**page 97**)
D. Approve – Tree Trimming Purchase Order (**page 101**)
E. Authorize – Chief Financial Officer to Execute the Invoice Cloud Agreement (**page 104**)
- XI. Any other items from City Manager:
- XII. Any other business from the Mayor or other Members of Council:
- XIII. Closed Session: Under NCGS § 143-318.11(A)(3) Attorney/Client Privilege; (A)(1) Disclosure of Confidential Information and 143-318.10(E) Public Records Act
- XIV. Adjourn – Until Monday, September 26, 2016 at 5:30 pm, in the Council Chambers

The Washington City Council met in a regular session on Monday, August 22, 2016 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Virginia Finnerty, Mayor Pro tem; Doug Mercer, Councilmember; Richard Brooks, Councilmember; Larry Beeman; Councilmember and William Pitt, Councilmember. Also present: Bobby Roberson, City Manager; Franz Holscher, City Attorney and Cynthia S. Bennett, City Clerk.

Mayor Hodges called the meeting to order and Councilmember Mercer delivered the invocation.

APPROVAL OF MINUTES:

By motion of Councilmember Pitt seconded by Councilmember Brooks, Council approved the minutes of August 8, 2016 as presented.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Hodges reviewed the requested amendments to the agenda:

- Remove: Old Business Item A: Approve - Capital Project Reallocation

By motion of Councilmember Mercer, seconded by Councilmember Beeman, Council approved the agenda as amended.

CONSENT AGENDA:

By motion of Councilmember Mercer, seconded by Councilmember Brooks, Council approved the consent agenda as presented.

- A. Authorize – Repurchase of Cemetery Lot P-57, Plots 7 & 8, and Lot P-58, Plots 1,2,5, & 6

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, NC
FOR THE FISCAL YEAR 2016-2017**

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

Section 1. That following account numbers in the Cemetery Fund appropriations budget be increased or decreased in the amounts shown to provide funds for the repurchase of cemetery Lot P-57, Plots 7 & 8 and Lot P-58, Plots 1, 2, 5, & 6.

39-90-9990-9900	Contingency	\$(394.00)
39-90-4740-4901	Repurchase of Lots	\$ 394.00

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.
Adopted this the 22nd day of August, 2016.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

- B. Adopt – Resolution fixing date for public hearing on the contiguous annexation of the State Employees Credit Union property

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO G.S.160A-31**

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received; and

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

WHEREAS, certification by the City Clerk as the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, September 12, 2016.

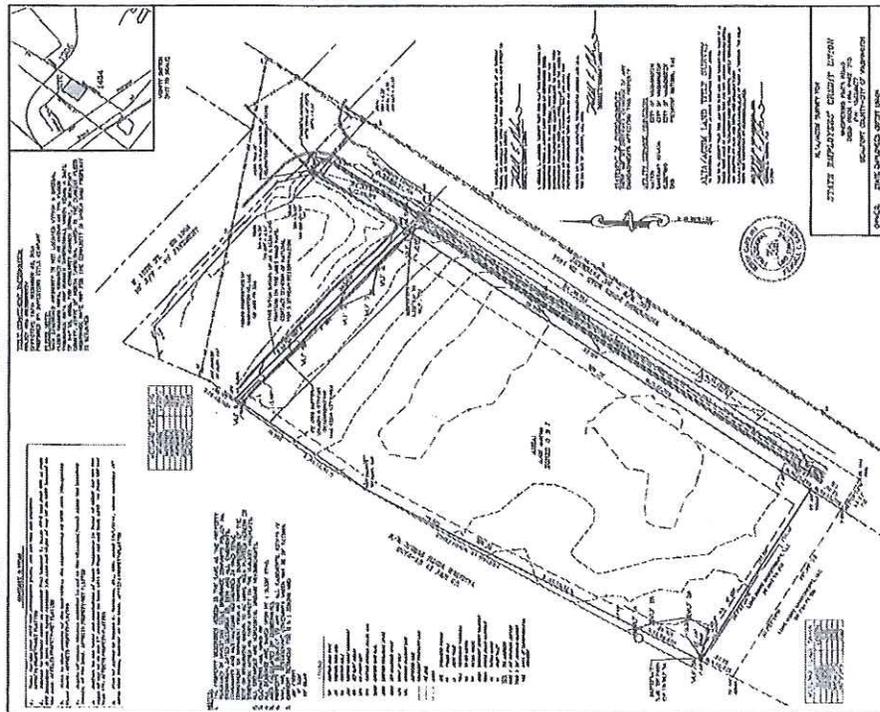
Section 2. The area proposed for annexation is described as follows:
Being 5.46 acres of land noted on the site plan "State Employees Credit Union" by Gaskins Land Surveying dated December 12, 2015 and being located in Washington, NC, Beaufort County North Carolina and being more particularly described as follows; {See Attached Map} Together with and subject to covenants, easements and restrictions of record. Said property to be annexed contains 5.46 acres.

Section 3. Notice of the public hearing shall be published once in the Washington Daily News, a newspaper having general circulation in the City of Washington, at least ten (10) days prior to the date of the public hearing.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor



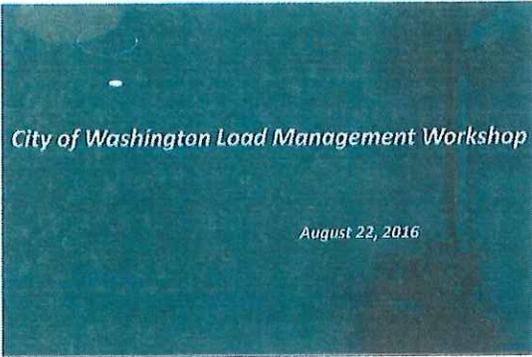
COMMENTS FROM THE PUBLIC: NONE

PUBLIC HEARING 6:00PM- ZONING: NONE

PUBLIC HEARING 6:00PM – OTHER: NONE

SCHEDULED PUBLIC APPEARANCES:

JASON THIGPEN – ELECTRICITY LOAD MANAGEMENT



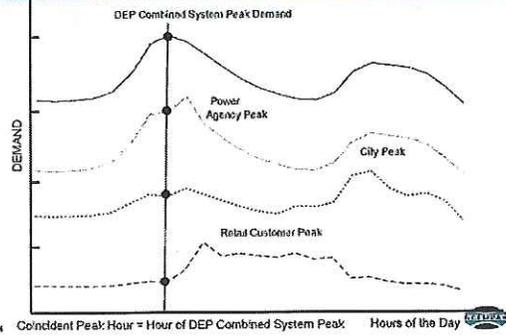
• Agenda

- ❖ Why is load management valuable?
- ❖ What are the programs available in Washington?
- ❖ What is the future of LM?
- ❖ What is the NCEMPA's role?

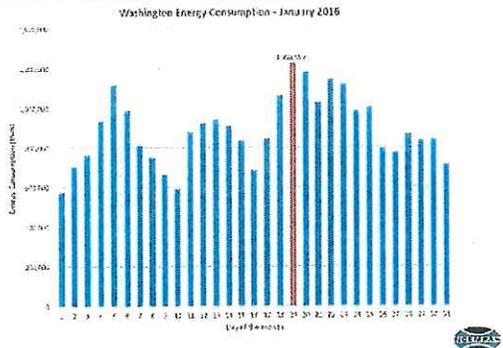
• Why is load management valuable?

- What is load management?
 - Demand side management (DSM)
 - Peak load reduction
 - Load curtailment
- Quite simply, load management is the process to reduce electrical loads to achieve monthly savings.

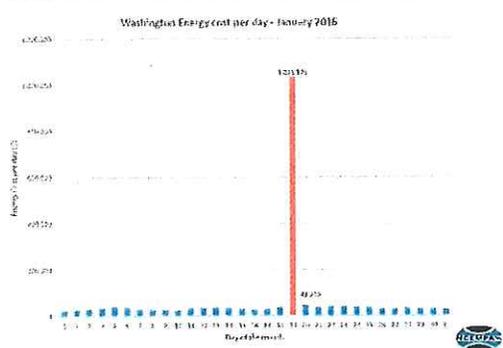
• Coincident Peak Demand



• Why is load management valuable?



• Why is load management valuable?



• Why is load management valuable?

- Wholesale Cost for Power
 - Energy Cost (per kWh) 3.273 ¢
 - Demand Cost (per kW) \$19.29
 - Transmission cost (per kW) 6.000 ¢

• Agenda

- ❖ Why is load management valuable?
- ❖ What are the programs available in Washington?
- ❖ What is the Future of LM?
- ❖ What is the NCEMPA's role?

Who benefits from load management?

Industrial and Commercial Customers

- Washington has a CP rate that incentivizes Industrial Customers to shed load during the CP hour.
- Most Industrial Customers utilize distributed generation to curtail CP load.
- Washington offers LM Riders for Customers who utilize City owned generators
- Some Industrial Customers use shift changes and their production schedule to maximize savings.

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Washington Load Management Programs

Generators

- 13 Customers receive credits
- Washington operates generators at City facilities

Coincident Peak Rates

- 1 Customer is on the IS-CDC rate
- 15 Customers are on the GS-CDC rate

Residential Load Management

- Air Conditioning Control
- Water Heater Control
- Heat Strip and Base Board Heat Controls

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Washington LM Summary – City Owned Generators

City Owned Generators			
Type	FY 15-16 Wholesale Savings	FY 15-16 Credits	Net Savings
MARK 2	\$265,517	\$211,877	\$53,639
MARK 4	\$8,295	\$1,632	\$6,663
Other CDG	\$99,710	\$0	\$99,710
City of Washington Switch O&M			-\$301,452
City of Washington Total Net Savings			\$311,310

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Washington Load Management Summary

Washington's FY 2015/2016 net savings from load management programs is **\$1,435,013***

*Does not include savings for system voltage reduction.

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Washington LM Summary – City Owned Generators

Coincident Peak Customers				
Type	FY-15-16 Wholesale Savings	FY15-16 Credits	O&M	Net Savings
Total CDC	\$581,555			\$581,555

City of Washington Total Net Savings: **\$581,554.92**

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Washington LM Summary – City Owned Generators

Residential Load Management Program			
Type	FY 15-16 Wholesale Savings	FY 15-16 Credits	Net Savings
AC Control	\$295,162	\$87,110	\$208,041
WH Control	\$460,362	-\$91,343	\$369,019
IS Control	\$146,743	-\$53,645	\$93,098
WB Control	\$57,295	-\$38,679	\$18,616
HP & WH Rebates	\$0	-\$14,575	-\$14,575
City of Washington Switch O&M			-\$171,923
City of Washington Total Net Savings			\$512,078

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-Agenda

- ❖ Why is load management valuable?
- ❖ What are the programs available in Washington?
- ❖ What is the Future of LM?
- ❖ What is the NCEMPA's role?

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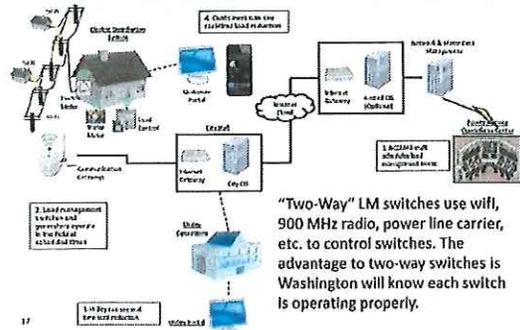
-Agenda

- ❖ Why is load management valuable?
- ❖ What are the programs available in Washington?
- ❖ What is the Future of LM?
- ❖ What is the NCEMPA's role?

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-Future of Load Management Operations



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What is NCEMPA's role in load management?

- NCEMPA staff:
 - Forecast the daily and monthly peaks using historical peak load and weather data and monitoring and reviewing daily weather conditions
 - Develop LM strategy and options
 - Communicate recommendations
 - Control LM switches and generators
 - Assist Members with evaluating new technology options and implementing new programs.

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What is NCEMPA's role in load management?

- Communication
 - NCEMPA provides communication through pager, e-mail and text messaging
 - Each recipient should receive at least 2 messages per weekday
 - NCEMPA Controls and Operation
 - The System Peak Hour is denoted by the full clock hour preceding the hour designation
 - Load Management generally 5 minutes before the hour and 10 minutes after
 - Generation is generally 5 – 10 before and 15 after
- *The dynamic nature of weather, forecasts, load, and other conditions requires personnel conducting Load Management operations to remain flexible and responsive to current conditions.

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What is NCEMPA's role in load management?

- Winter Operations
 - Recommendation for generators is 6 - 8 am and LM controls is 7- 8 a.m.
 - Weekend recommendations are as needed and usually from 7 – 9 a.m.
- Summer Operations
 - Recommendations for generators are typically starting between noon - 2 p.m., & running till 6 or 7 p.m. LM usually starts 1 hour after generators start.
- Shoulder Months
 - NCEMPA recommendations for generators & LM may vary by season, month, and year but are typically 6 – 8 am or 7 – 9 pm

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Supporting Documentation – Residential LM

Savings to Washington from residential AC and WH LM switches

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Water Heater (HW)	0.9	0.9	0.8	0.7	0.3	0.3	0.3	0.3	0.3	0.7	0.8	0.8	7.2
A/C Condenser (HW)	0	0	0	0	0.5	0.5	0.5	0.5	0.5	0	0	0	7.5
A/C WH (HW)	0.9	0.9	0.8	0.7	0.8	1.8	1.7	1.7	1.1	0.7	0.8	0.8	11.8
Current Cost (\$/MW)	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$248.81
Estimated Monthly Wholesale Power Cost Savings per Appliance Coordinated													
Water Heater (\$/LxH)	\$18.23	\$18.23	\$16.25	\$14.22	\$6.10	\$6.10	\$6.10	\$6.10	\$6.10	\$16.22	\$16.25	\$18.20	\$146.29
Water Heater Units	1.47	1.147	1.147	1.147	1.147	1.147	1.147	1.147	1.147	1.147	1.147	1.147	13.9
Water Heater \$/Month	\$57,545	\$57,545	\$56,153	\$54,475	\$29,182	\$29,182	\$29,182	\$29,182	\$29,182	\$54,475	\$56,153	\$57,545	\$640,532
A/C Condenser (\$/LxH)	\$0.00	\$0.00	\$0.00	\$0.00	\$10.16	\$10.16	\$10.16	\$10.16	\$10.16	\$0.00	\$0.00	\$0.00	\$79.28
A/C Units	1.47	1.147	1.147	1.147	1.147	1.147	1.147	1.147	1.147	1.147	1.147	1.147	13.9
A/C \$/Month	\$0	\$0	\$0	\$0	\$9,781	\$9,781	\$9,781	\$9,781	\$9,781	\$0	\$0	\$0	\$529,517
Total LM \$/Month Save	\$57,545	\$57,545	\$55,151	\$54,257	\$57,033	\$57,728	\$57,728	\$57,728	\$57,728	\$54,475	\$55,151	\$57,545	\$640,532

Supporting Documentation – Residential LM

Savings to Washington from residential HS and BB LM switches

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Heat Strip Control (HW)	1.5	1.5	1	0	0	0	0	0	0	0	0	0	3.8
Dish Board Heat (HW)	3	2.5	2	0	0	0	0	0	0	0	0	0	7.5
HS & DB (HW)	4.5	3.75	3	0	0	0	0	0	0	0	0	0	11.3
Current Cost (\$/MW)	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$20.32	\$248.81
Estimated Monthly Wholesale Power Cost Savings per Appliance Coordinated													
Heat Strip Control (\$/LxH)	\$30.48	\$25.40	\$20.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76.39
Heat Strip Controls	1.47	1.147	1.147	0	0	0	0	0	0	0	0	0	13.9
Heat Strip \$/Month	\$58,497	\$48,514	\$48,514	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$521,643
Dish Board Control (\$/LxH)	\$60.25	\$50.79	\$40.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$151.33
Dish Board Controls	1.47	1.147	1.147	0	0	0	0	0	0	0	0	0	13.9
Dish Board \$/Month	\$22,818	\$19,750	\$15,279	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$217,255
Total LM \$/Month Save	\$81,315	\$68,264	\$63,793	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$738,898

Supporting Documentation – City Owned Gens

Savings to Washington from City Owned Generator Load Reduction

Wholesale Savings from City Owned Generators

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
LM Rider 2												
*Wholesale Savings	769,517	91,955	86,374	\$1,114	85,029	61,554	32,542	69,637	70,012	54,861	43,132	35,910
LM Rider 4												
*Wholesale Savings	8,285	482	772	791	617	694	765	617	656	772	637	656
Other City-Owned Gens												
*Wholesale Savings	\$89,710	\$9,375	\$16,049	\$11,169	\$9,375	\$8,314	\$1,791	\$4,278	\$7,028	\$4,803	\$9,915	\$5,517

Supporting Documentation – City LM Budget Cost

Budget cost associated with load management

Account #	Account Description	Aggreg Amount	Activity this Period	Expendure YTD
City of Washington Expenditure Statement 2015 - 2016 for Accounting Period 8/30/2016 ELECTRIC FUND				
		8376 LOAD MANAGEMENT		
05-00-8376-0200	SALARIES	\$63,007.00	\$64,958.11	\$64,958.11
05-00-8376-0201	SALARIES-OVERTIME	\$1,000.00	\$3,859.44	\$3,859.44
05-00-8376-0205	SALARIES-LONGEVITY	\$345.00	\$215.00	\$215.00
05-00-8376-0400	PROFESSIONAL SERVICES	\$10,600.00	\$0.00	\$0.00
05-00-8376-0500	FICA TAXES	\$1,992.00	\$4,782.00	\$4,782.00
05-00-8376-0800	GROUP INSURANCE	\$12,254.00	\$13,319.00	\$13,319.00
05-00-8376-0700	RETIREMENT CONTRIBUTIONS	\$4,652.00	\$4,859.20	\$4,859.20
05-00-8376-0101	401 CONTRIBUTIONS	\$416.00	\$439.20	\$439.20
05-00-8376-0703	EMPLOYER HSA CONTRIBUTIONS	\$1,240.00	\$1,210.40	\$1,210.40
05-00-8376-0705	EMPLOYER 457	\$574.00	\$508.40	\$508.40
05-00-8376-1201	EARNINGS & PROMOTIONS	\$10,000.00	\$20,000.00	\$20,000.00
05-00-8376-1100	EMPLOYEE DEVELOPMENT	\$1,000.00	\$277.80	\$277.80
05-00-8376-1800	MAINTENANCE REPAIR/EQUIPMENT	\$169,000.00	\$162,647.25	\$162,647.25
05-00-8376-1700	TRAIN/REPAIR VEHICLE	\$1,200.00	\$36.00	\$36.00
05-00-8376-1705	VEHICLE FUEL	\$1,000.00	\$024.44	\$024.44
05-00-8376-2600	EMPLOYEE ADVERTISEMENT	\$100.00	\$0.00	\$0.00
05-00-8376-3101	GENERATOR FUEL	\$200,000.00	\$81,664.37	\$81,664.37
05-00-8376-3100	DEPARTMENTAL SUPPLIES	\$223.00	\$223.00	\$223.00
05-00-8376-3400	UNIFORMS	\$1,200.00	\$1,028.92	\$1,028.92
05-00-8376-3601	SAFETY SHOES	\$100.00	\$100.00	\$100.00
05-00-8376-4500	CONTRACT SERVICES	\$124,500.00	\$124,320.00	\$124,320.00
05-00-8376-5600	MATERIALS	\$1,200.00	\$678.24	\$678.24
05-00-8376-5101	HEAT PUMP REBATES	\$18,000.00	\$14,875.00	\$14,875.00
Total Exp	LOAD MANAGEMENT	\$757,600.00	\$489,151.02	\$489,151.02
Total Exp	ELECTRIC FUND	\$757,600.00	\$489,151.02	\$489,151.02
Grand Total			\$489,151.02	\$489,151.02

Mr. Thigpen noted that if we miss peak hour then we lose all of the savings for that month. Councilmember Beeman inquired if slide #11 was net savings – does it reflect cost. Ed Pruden answered that the number is a true net savings. Councilmember Mercer expressed he felt there was a discrepancy in the operating cost numbers. Ed Pruden responded saying the City came in under budget for FY15-16 because we only used half the amount of fuel that was budgeted. Mr. Thigpen

referred to slide # 26 that includes O&M but doesn't include credits. Mr. Pruden noted these are true figures from billing and financial figures, not estimates. Councilmember Beeman asked Ed Pruden to present this information to the Electric Utilities Advisory Board at their next meeting. Mr. Pruden said it cost the City of Washington just under \$500,000 to operate the Load Management Program while it saves the City over \$1 million.

BRIAN ALLIGOOD, BEAUFORT COUNTY MANAGER– EMS

Beaufort County Manager, Brian Alligood advised City Council that there appears to be some confusion about the EMS proposal from the County. He stated he would now present directly to Council what he presented to City staff on February 17, 2016 so that he can answer any questions Council may have.

Mr. Alligood reviewed the following:

- *Polaris report*
- *Under NC General Statutes and NC Administrative code, counties are responsible for establishing an EMS system plan and ensuring that EMS services are provided. Don't have to provide with County staff, can contract with existing agencies to do this. This is essentially what occurs in the County now. We have consistently said that it is best to allow existing agencies to continue to provide the services and the County to fill in the gaps as needed. Bath EMS unit and QRVs example.*
- *EMS funded currently with EMS service district taxes. Ranged from 1.3 cents to 5 cents. Cannot be levied in a municipality so some areas were not paying at all or paying more than others*
- *EMS proposal made to Board at February 3, 2016 planning retreat was to find a way to fund EMS on a countywide level, continue to contract with existing agencies, and find ways to drive down costs through economics of scale.*
 - *Proposal to fund EMS with County General Fund dollars.*
 - *Reduce EMS service district taxes to zero*
 - *Contract with existing agencies, including the City, to provide services*
 - *Revenues – billing, Medicaid cost reimbursement and City taxes*
 - *County would pay with County tax dollars the amount currently paid by City tax dollars.*
 - *Consolidate all billing in order to drive down the cost due to volume. County currently has rate of 6.5%. City currently has rate of 6.95%.*
 - *Agencies get their billing revenue back to encourage paperwork to be done correctly.*
 - *Contracting for services also allows the other volunteer agencies to take advantage of Medicaid cost reimbursement and other collection methods such as debt set off.*
 - *Continue to evaluate costs to make sure most efficient service delivery method is being used. Belhaven EMS example.*
- *Challenges to work through*
 - *City policy not allowing City units to reposition outside the City in support of areas where resources have been depleted due to calls.*
 - *Fire/EMS combination at City. An EMS unit is dispatched to all structure fires per protocol. This is for City and County departments. However, in the City, both units go if actual fire and this leaves no EMS coverage in the City.*

Mr. Alligood continued by saying, it is not or never has been the County's intent to take over EMS – only to fill in the gap. The Polaris report said the County needs to provide coverage in areas where there is a gap. Discussion was held regarding QRV's in areas of the County in order to provide a paramedic level of care. Discussion regarding EMS funding in the County and EMS service districts – a tax for a specific district to raise funds to provide coverage for EMS care in those districts. Mr. Alligood said they can't impose service districts inside municipalities unless that town requests it – Chocowinity is only one that has requested it. Bath residents receive EMS services but don't pay a tax for it. Beaufort County would return all revenue back to agency.

Mayor Hodges said we have never had a complaint with Washington EMS and asked the following questions: Who would Robbie Rose answer to? Who decides how many employees EMS we have? Brian Alligood explained the short answer is the City runs Fire/Rescue/EMS – we've never said there's anything wrong with EMS in City. The County would contract with the City to perform the service. If employees needed to be added then Beaufort County would provide additional resources for the needed personnel. Robbie Rose and staff would answer to: City Council, EMS Oversight Committee, and Dr. Emilie Pendley, Beaufort County EMS Medical Director.

Councilmember Brooks said his job is to look out for our citizens. Our EMS system works fine – why change it. He is against the proposal and said the City should take care of the City and the County should take care of the County. Brian Alligood said he is not asking to take over City EMS but would contract with the City of Washington to provide those services- Beaufort County would pay the City to provide that service. Mayor Hodges suggested the County help those EMS organizations that need help and let the City continue like we are.

Councilmember Beeman discussed that our staff was being told by a county employee how to run our system. Councilmember Mercer noted that Mr. Alligood has been consistent with his message, but County staff has addressed our staff members telling our members what will happen and when. Mr. Alligood noted that he has addressed that issue and accepts fault with not making his presentation to Council earlier.

Councilmember Mercer stated he felt Beaufort County is making an effort to bring EMS up to date, but feels the process is moving too fast.

CORRESPONDENCE AND SPECIAL REPORTS:

MEMO – SAVE THE POOL FUNDRAISER UPDATE – (accepted as presented)

BACKGROUND & FINDINGS: We have completed 5 fundraisers, including Summer Kickoff, Save the Pool Golf Tournament, Save the Pool Pizza Inn Fundraiser, World's Largest Swim Lesson and a car was hosted by Special Olympics Beaufort/Hyde Athletes. We are continuing to sell T-shirt and Tiles. We have currently raised \$21,223.85. The next fund raiser is scheduled for Sunday, August 21. The Aquatic Center will be hosting a "Back to School Swim and Ice Cream Party."

Kristi Roberson explained that on September 3rd a yard sale will be held at the Moore Aquatic & Fitness Center (event rescheduled to Sept. 24 due to weather) and a Zaxby's fundraiser later in September.

MEMO – UPDATE ON THE PROPOSED 15TH WIDENING AND ACCESS MANAGEMENT PROJECT

BACKGROUND & FINDINGS: Update on the Proposed 15th Street Widening and Access Management Project. On August 11, 2016 the North Carolina Department of Transportation held a public meeting to go over the proposed 15th Street Widening and Access Project in Washington. The identification number for the project has been identified as NCDOT STIP Project JJ-5860. The purpose of the project is to upgrade 15th

Street from a multilane undivided road to a four lane, raise median divided road beginning west of US 17 Business (Carolina Avenue) to U.S. 264 (John Small Avenue). Median breaks will be provided for left turns as traffic volumes warrant. U turns will also be provided at multiple locations. The reason I (Bobby Roberson) am bringing this information to City Council is to establish a process for local business owners to bring their concerns to the city so we can develop a strategy that will lessen the impact on local businesses along the corridor and still maintain the safety concerns for all of our citizen. We have two (2) local business owners who would like to make express their concerns to City Council: Pat Griffin and Richard Gerard.

Richard Gerard came forward to express his concerns regarding the NCDOT proposal. Mr. Gerard said approximately 90-110 vehicles come into their business a day (Piston Ring & Machine). This will create a hardship on the four businesses in this area {Mower Pro, Crab Shack, Piston Ring & Machine, and Eastside Bait & Tackle}. He's asking council to look at this proposal closely and asked Council to express these concerns to NCDOT. The proposal will also cut-off some of the access to Pamlico Street where the Montessori school is located.

Councilmember Brooks agrees that the proposal from NCDOT doesn't need to be implemented because there is no trouble with the way the street is currently designed in the area Mr. Gerard is referring to.

Mayor Pro tem Finnerty asked what their reason for this design was. Richard Gerard answered that NCDOT said the design was for safety reasons.

Councilmember Pitt said there should be more local influence on transportation projects.

Pat Griffin came forward to discuss his concerns with the whole project noting there will be five locations for U-turns but the map presented by NCDOT only shows four. He continued by expressing concern with the traffic islands cutting off KFC, Boss Hog's, Pizza Inn, Pizza Hut, and one of the entrances into the Wal-Mart shopping center. The current design also prohibits left turns onto Washington St. We should complain and ask them to install a middle turn lane instead of the medians.

*Recess 7:15pm -7:25pm

MEMO – POTENTIAL GRANT APPLICATION FOR BROWNFIELD DEVELOPMENT

BACKGROUND & FINDINGS: Recently, city staff had an opportunity to see a presentation provided by Mid Atlantic Associates, Inc. concerning Brownfield Development. This firm has experience in applying for grant dollars from both State and Federal Government on Brownfield Development strategies, including all types of contamination at no cost or very little cost to the owners. I (Bobby Roberson) have asked this firm to make a 15 minute presentation to City Council. If you like the presentation, the city would have an opportunity to apply for the grant, at no cost. The EPA proposed guidelines are due out in mid to late September with proposals due in late November or early December. I believe this would be a great opportunity in helping the city and property owners, as well. If City Council would like for staff to apply for the grant with assistance from Mid Atlantic Associates, Inc. we would need a motion to instruct the City Manager to begin the process for applying for the EPA grants for Brownfield Development.

Darin McClure, President & Principal Engineer {Mid-Atlantic Associates, Inc.} – explained these grants are very competitive - 1 in 3 wins. There is no out of pocket cost to the municipality until you receive funds and start implementing the projects. There is a three year time frame to use the grant and you can apply for up to \$400,000. Council discussed possible sites that could be used for the grant.


Engineering & Environmental Solutions

Brownfields Redevelopment Opportunities

City of Washington
August 22, 2016


Engineering & Environmental Solutions

Who Is Mid-Atlantic?

- Environmental Engineering Firm Established in 1993
- Expertise in Assessment and Remediation
- Specialize in redevelopment of Brownfield sites
- Specific emphasis on:
 - Assisting communities in securing funding sources; and
 - Strategically using resources to aid in economic development by putting properties back into beneficial reuse.


Engineering & Environmental Solutions

What is a Brownfield?

“Abandoned, idled, or underused property where redevelopment is hindered by real or perceived environmental contamination.”




Engineering & Environmental Solutions

Typical Brownfield Examples

- Light Industrial
- Heavy Industrial
- Manufacturing
- Textile Mills
- Junkyards
- Auto Salvage
- Dry Cleaners
- Machine Shops
- Auto Service Stations




Engineering & Environmental Solutions

What is Brownfields Redevelopment?

Taking a Brownfield site and putting it back into beneficial reuse




Engineering & Environmental Solutions

Challenges with Brownfields

Lender Concerns

- Liability for contamination/cleanup
- Impacts on portfolio liquidity
- Collateral value of the real estate

Purchaser Concerns

- Liability for contamination/cleanup
- Sunk due diligence costs if deal falls through


Engineering & Environmental Solutions

Typical Local Challenges

- Underutilized Properties
- Historical Uses Impeding Development
- Lack of Financial Resources
- Lack of Investment




Engineering & Environmental Solutions

EPA Brownfields Program

- Launched to assist communities in the cleanup and redevelopment of their brownfields sites.
- Provides grant money.
- Available to units of local government and non-profits.



EPA Brownfield Grant Opportunities

- Assessment Grants (Up to \$400,000)
- Cleanup Grants (Up to \$200,000 per site)
- Area-wide Planning Grants
- Revolving Loan Fund Grants
- Job Training Grants





Assessment Grant Components

- Community Outreach Events
- Identifying Brownfield Sites
- Phase I and Phase II Assessments
- Asbestos and LBP Testing
- Cleanup and Redevelopment Planning
- Economic Development Assistance
- Certain Permit and Program Fees

* No match from the municipality



Phoenix Landfill, Havelock, NC

SOLUTIONS

- Planning effort showed City "what could be"
- Assessment showed minimal environmental impact
- Outreach convinced heirs no liability with property transfer
- Heirs deeded property to City for eventual redevelopment as a park
- Over \$340,000 Invested in area, 100% funded through grants



...To There



Assessment/Cleanup Grant Timeline

- Application Guidelines – Aug./Sept. 2016
- Applications Due – Nov./Dec. 2016
- Awards – Spring 2017
- Grant Start – October 1, 2017

*Timeline above typical each year



EPA Brownfield Grants/Projects

- Cooleemee, NC
- Durham, NC;
- Elkin, NC
- Eastern Carolina Council
- Greenville, SC
- Havelock, NC
- High Shoals, NC
- Kinston, NC
- Lenoir, NC
- New Bern, NC
- Raleigh, NC
- Randleman, NC
- Siler City, NC
- Transylvania County, NC
- Wayne County, NC
- Williamston, NC
- Upper Coastal Plain COG;
- Union County, SC.



Question & Answer

Darin McClure, P.E., RSM
dmcclure@maonline.com
 (919) 272-7913

Jessica Graber
jgraber@maonline.com
 (919) 896-2390




Raleigh: (919) 260-9916 Charlotte: (980) 585-1271

By motion of Councilmember Mercer, seconded by Councilmember Brooks, Council authorized the City Manager to proceed with the Brownfield Development Opportunities with Mr. McClure - at no cost to the City.

MEMO – PROPOSED FUNDING AMOUNTS DEPARTMENT OF COMMERCE-DIVISION OF RURAL ECONOMIC DEVELOPMENT ALLOCATION - \$94,340

BACKGROUND & FINDINGS: The City of Washington has been awarded an amount of \$94,340 from the Department of Commerce, Division of Rural Economic Development. The City Council has indicated that the dollar amount should be spent on the "street scape" inside the Central Business District. The City Manager met with the following organization in order to develop an implementation plan for the dollar amounts; Arts on the Pamlico, Chamber of Commerce, TDA, and members of the city staff. The discussion focused on several proposals:

1. The introduction of "art" into the Central Business District.
2. Additional funding for the "Façade Grant."
3. The introduction of "water" inside the CBD, i.e. "fountain"
4. Explore the capabilities of Wi-Fi
5. Improvement of the existing street planters
6. Improve the entrance onto Stewart Parkway
 - a. Underground Railroad Area-Civic Center fronting on West Main Street
 - b. Area beside Sloan Insurance, fronting on Stewart Parkway
 - c. "Crab Park" area adjacent to the former Havens Mill property

The group is proposing that the following dollar amounts be established for funding:

- Arts of the Pamlico - \$10,000
- Façade Grants - \$30,000
- Streetscape, park improvements, Possible Wi-Fi connection - \$54,340
- Total \$ 94,340

All of the design aspects will be approved by City Council and the Historic Commission prior to construction.

Councilmembers discussed potential uses for the \$94,340 grant, such as: golf cart for downtown maintenance worker, removing swooping curve at Main & Gladden, installation of sidewalk from Civic Center to Main/Gladden St., boardwalk improvements, Wi-Fi.

By motion of Mayor Pro tem Finnerty, seconded by Councilmember Brooks, Council accepted the allocation of funds (\$94,340) as presented by the City Manager (*Arts of the Pamlico - \$10,000, Façade Grants - \$30,000, Streetscape, park improvements, Possible Wi-Fi connection - \$54,340= Total \$94,340*). Motion carried 4-1 with Councilmember Mercer opposing.

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE

APPOINTMENTS:

APPOINTMENT – LIBRARY BOARD OF TRUSTEES

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council appointed Steve Moler to the Library Board of Trustees to fill the un-expired term of Clyde F. Swanner, Jr., term to expire June 30, 2021.

OLD BUSINESS:

Item removed from agenda: APPROVE - CAPITAL PROJECT REALLOCATION

APPROVE – GIS MAPPING PO'S

Councilmember Mercer inquired if this job was bid out. Jeff Clark explained they tried to bid the project, but Booth & Associates are the only ones that have our records and were the only ones interested.

Request continued to a later date.

ADOPT – BUDGET ORDINANCE AMENDMENT 2015-2016 PROJECTS NOT COMPLETED

BACKGROUND AND FINDINGS: The 2nd/5th St. electric circuit move and storm water drainage project were not completed in FY 2016. \$334,986 was the unspent balance of electric construction projects as of June 30, 2016. Staff requests appropriation of funds necessary to complete these projects in FY 2017.

Councilmember Mercer expressed concern with the request. Jeff Clark stated of the remaining unspent funds in capital outlay he needs \$15,000 to change out three poles inside the

substation. Frankie Buck explained he plans to use the remaining funds for storm drainage improvements

By motion of Councilmember Beeman, seconded by Councilmember Brooks, Council adopted a Budget Ordinance Amendment to appropriate funds for projects that were budgeted in FY 2015-2016 and not completed

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2016-2017

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

Section 1. That the following accounts of the Electric Fund revenue budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2015-2016:

35-90-3991-9910	Fund Balance Appropriated	\$ 15,000
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Section 2. That the following accounts of the Electric Fund appropriations budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2015-2016:

35-90-8390-7400	Capital Outlay	\$ 15,000
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Section 3. That the following accounts of the Storm Water Fund revenue budget be increased by the respective amounts indicated for projects budgeted but not completed in 2015-2016:

34-90-3991-9910	Fund Balance Appropriated	\$ 92,640
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Section 4. That the following accounts of the Storm Water Fund appropriations budget be increased by the respective amounts indicated for projects budgeted but not completed in 2015-2016:

34-90-5710-7400	Capital Outlay	\$ 92,640
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Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall become effective upon its adoption.

Adopted this the 22nd day of August, 2016.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

ADOPT – BUDGET ORDINANCE AMENDMENT FY 2016 PURCHASE ORDERS

BACKGROUND AND FINDINGS: At the close of fiscal year 2016 the City had the following amount of outstanding purchase orders by fund, issued for contracts and merchandise:

- General Fund \$202,858*
- Water Fund \$15,728*
- Sewer Fund \$4,810*
- Storm Water Fund \$17,695*
- Electric Fund \$405,827*
- Airport Fund \$3,200*
- Cemetery Fund \$184*
- Facade Fund \$6,000*
- Vehicle Replacement Fund \$56,262*
- Total \$712,564*

Funding for these outstanding purchase orders is restricted in fund balance at June 30, 2016. Therefore, the funding needs to be appropriated in the current fiscal year for spending.

By motion of Mayor Pro tem Finnerty, seconded by Councilmember Brooks, Council adopted a budget ordinance amendment in the amount of \$712,564 for purchase orders outstanding from fiscal year 2016 that are being brought forward into fiscal year 2017 for payment. Motion carried 4-1 with Councilmember Mercer opposing.

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2016-2017

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

Section 1. That the following amounts are hereby appropriated for spending in FY 15/16 in order to satisfy existing contracts, grant obligations, and purchase orders at the end of last fiscal year.

Schedule A. General Fund

Information Systems	2,820
Miscellaneous	4,195
Street Maintenance	44,988
Powell Bill	88,821
Economic Development	6,000
Planning/Zoning	14,700
Recreation Centers	220
Aquatic Center	9,309
Buildings & Ground Maintenance	31,805
Total	\$202,858

Schedule B. Water Fund

Water Administration	5,850
Water Treatment Plant	1,878
Water Construction	8,000
Total	\$15,728

Schedule C. Sewer Fund

Wastewater Construction	4,000
Sewer Lift Stations	810
Total	\$4,810

Schedule D. Stormwater Management

Stormwater Improvements	17,695
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Schedule E. Electric Fund

Power Line Maintenance	5,000
Power Line Construction	400,827
Total	\$405,827

Schedule F. Washington Warren Airport

Operations \$3,200

Schedule G. Cemetery Fund

Operations \$184

Schedule H. Facade Grant Fund

Grant \$6,000

Schedule I. Vehicle Replacement Fund

Vehicles \$56,262

Section 2. That the following revenues be increased in the respective amounts to meet the foregoing obligations:

General Fund Balance Appropriated	202,858
Water Fund Balance Appropriated	15,728
Sewer Fund Balance Appropriated	4,810
Storm Water Fund Balance Appropriated	17,695
Electric Fund Balance Appropriated	405,827
Airport Fund Balance Appropriated	3,200
Cemetery Fund Balance Appropriated	184
Facade Grant Fund Balance Appropriated	6,000
Vehicle Replacement Fund Balance Appropriated	<u>56,262</u>
Total	\$712,564

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 22nd day of August, 2016.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

NEW BUSINESS: NONE

ANY OTHER ITEMS FROM CITY MANAGER:

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL:

Councilmember Mercer complimented David Carraway on the revised PEG channel programming.

CLOSED SESSION: NONE

ADJOURN

By motion of Councilmember Pitt, seconded by Mayor Pro tem Finnerty, Council adjourned the meeting at 8:45 pm until Monday, September 12, 2016 at 5:30 pm in the Council Chambers.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Mike Whaley, Purchasing Agent
Date: August 26, 2016
Subject: Declare Surplus/Authorize Electronic Auction of Vehicles through GovDeals
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council declare surplus and authorize the sale of the following vehicles through electronic auction using GovDeals.

BACKGROUND AND FINDINGS:

The purpose of the Council Action is to declare surplus the following vehicles and authorize the sale of these vehicles through electronic auction using GovDeals.

<u>Vehicle #</u>	<u>Make/Model</u>	<u>Department</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
122	1999 Ford Ranger	Police	1FTYR10V4XUB42588	91,213
136	2010 Crown Vic	Police	2FABP7BV6AX120979	93,297
142	2008 Crown Vic	Police	2FAHP71V48X145014	106,332
160	2011 Crown Vic	Police	2FABP7BV1BX157343	74,781

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

Currently Budgeted (Account _____) Requires additional appropriation
 No Fiscal Impact

SUPPORTING DOCUMENTS:

City Manager Review: / / Concur _____ Recommend Denial _____ No Recommendation
 9/7 Date

**BUSINESS RESOLUTION AND AGREEMENT AUTHORIZING
WIRE TRANSFERS WITH YADKIN BANK**

TYPE OF ORGANIZATION (CHECK ONE):

- | | |
|---|---|
| <input checked="" type="checkbox"/> North Carolina Corporation | <input type="checkbox"/> Foreign Corporation (State of _____) |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Company/Partnership | <input type="checkbox"/> Other (Specify: _____) |
| <input type="checkbox"/> Unincorporated Organization (Association, Church, Club, Lodge, etc.) | |

The undersigned attesting Secretary or, as applicable, the proprietor, partner, member, or other authorized person of _____, which is the type of organization checked above certifies to Yadkin Bank that the following resolutions were duly and regularly enacted by the organization's governing board (or other body having authority under the law to bind it) on the _____ day of _____, 201_____. That, as applicable, a quorum was present at that meeting; and, that the resolutions are in full force and effect and have not been amended or rescinded.

RESOLVED, that any one of the following named person(s) ("Authorized Representative(s)") is authorized under the terms of the Agreement set forth below to wire transfer funds or to verify wire request(s) from any of the organization's deposit accounts with Yadkin Bank upon written, faxed, telephone, or email other electronic request for wire service ("request for wire transfer").

SIGNATURE	PRINTED NAME	TITLE
	MATT RAUSCHENBACH	CFO
	TAMMY SWINDELL	ASST. FINANCE DIRECTOR
	STEPHANIE EDWARDS	ACCOUNTANT

RESOLVED, that any one of the following named person(s) ("Verifier(s)") is authorized under the terms of the Agreement to confirm prior wiring instructions via call-back from any representative of Yadkin Bank. It is the sole responsibility of account holder to immediately notify Yadkin Bank of any and all changes in authorized Verifiers. Notification should be made to Yadkin Bank by written instruction of the account holder. Yadkin Bank shall be held harmless for completion of wire transfer when account holder fails to promptly notify Bank of change or revocation of designated Verifier(s). [Refer to Call-back paragraph, Page 2 of Wire Transfer Agreement]

AUTHORIZED VERIFIER (Print)	EFFECTIVE	DATE REVOKED	REVOKED BY (Inits.)

RESOLVED, that this Resolution shall continue in full force and effect until after actual receipt in writing by Yadkin Bank of a Resolution either amending or rescinding this Resolution.

RESOLVED, that the following Agreement, which has been duly executed on behalf of the organization, shall apply to any request for wire transfer made to Yadkin Bank by any Authorized Representative listed above:

WIRE TRANSFER AGREEMENT

The above named organization (herein referred to as "you", "your", or "customer") authorizes Yadkin Bank (herein referred to as "Bank", "we", "our", or "us") to wire transfer funds from the account upon the request, whether verbal or written, including faxed request for wire transfer of any one of the Authorized Representatives named above. You are required to make pre-notification to us of wire request being submitted by faxed request. By signing this Agreement, you agree to the following terms and conditions, including those terms and agreements previously disclosed in your deposit account agreement. Unless otherwise defined herein, the terms used shall have the meaning assigned by applicable state law, or if none, Federal Reserve Board Regulation J and all applicable circulars governing the payment orders. A request for wire transfer shall initiate a payment order.

To initiate a wire transfer request, your Authorized Representative will give the following transfer information: amount, debit account, receiving bank, receiving bank's routing number and address, beneficiaries name and account number. You agree to have collected, available funds in your debit account for the amount of wire plus all applicable fees. Your Representative is also authorized, on behalf of the above organization, to establish Recurring Wire Transfers by completing the appropriate Master-Recurring Wire Transfer Request Form. You will initiate all requests for wire transfers through your branch of account with an authorized Bank representative.

You are notified that payment of a wire order issued by you through Bank may be made by to beneficiary's bank on the basis of the identifying or bank account number you give even if that number identifies a person different for the intended, named beneficiary. YOU ARE CAUTIONED TO VERIFY THAT THE BENEFICIARY'S NAME AND IDENTIFYING OR BANK ACCOUNT NUMBER YOU GIVE US, WHETHER VERBAL OR WRITTEN, ARE CORRECT BEFORE WE WIRE TRANSFER ANY FUNDS ON YOUR BEHALF.

Bank will receive and process your request through Fedwire, a funds transfer system operated by the Federal Reserve Banks or through any other system(s) acceptable and available to Bank on behalf of customer. Bank will use best efforts to process wire as requested and on any banking day requested except those wires requested after the daily cut-off time. Wire cut off time may be adjusted from time to time by Bank, Fedwire system or other system(s) used by Bank. Requests by you after wire cut-off time will be processed next banking day. Bank does not guarantee or warrant time of day that beneficiary receives, or should receive a wire transfer. Bank will not be liable for failure of processing your wire request due to electrical, computer, telephone line, or any other equipment failures or for any reason which is not controlled by Bank. We will use best efforts to provide oral, written, or electronic notice to you of rejection of a payment order as soon as practicable after Bank is notified of such rejection.

Per your request, Bank will use best efforts to implement instructions to amend or cancel a payment order accepted; provided however, that Bank shall not be liable for its failure or inability to effect such amendment or cancellation, in which case you shall continue to be obligated to pay us the amount on your original payment order. Subject to Subsection (a), Section 4A-211 of Regulation J, a communication by you to cancel or amend a wire order is effective if your request for cancellation or amendment of a wire order is received at a time and in a manner affording the receiving bank a reasonable opportunity to act on the communication before the bank accepts the payment order. After a payment order has been accepted by the receiving bank, cancellation or amendment of the order is not effective unless the receiving bank agrees or a funds-transfer system or Regulation J rule allows cancellation or amendment without agreement of the bank.

Bank reserves the right to issue and institute the use of an assigned P.I.C. (Personal Identification Code) to Customer, to be used for telephone, faxed, or other electronic wire request(s). You agree to properly secure said code and make available to only those Authorized Representatives as appointed above; and agree to immediately notify Yachin Bank if your P.I.C. has been compromised, has cause to believe it has been compromised, or upon termination of an Authorized Representative.

Bank will use call-back procedures on pre-determined wire amount(s) established by Bank, to verify certain telephone, faxed, email or other electronic requested wire transfers made by you or your Authorized Representative. To confirm the wire request and instructions, call-back will be made to telephone numbers listed on Bank files of your account; to any designated Verifier or Authorizer listed above, or to those listed on any Attachment thereof. If for any reason, Bank is unable to verify the wire request, the wire transfer will not be processed.

This Agreement and any other written instructions for execution of wire transfers by Bank shall constitute the entire Agreement of the parties. Bank may, from time to time, amend the terms of this, or other instructions by sending to you written notice, first class U.S. mail ten days prior to the effective date.

IN WITNESS WHEREOF, the above named organization has caused this Agreement to be duly executed, this [redacted]
Day of [redacted], 201[redacted]

CORPORATE CUSTOMER:

OR

OTHER ORGANIZATION (as designated above)

[redacted]
CITY OF WASHINGTON

(Printed Name of Corporation)

By: [redacted]

(Printed Name and Title)

Attest: [redacted]
(Secretary)

[redacted]
(Printed Name of Organization)

By: [redacted]
(Printed Name and Title)

By: [redacted]
(Print Name and Title)

**AFFIX CORP.
SEAL HERE**

[redacted]

For Bank Use Only

[redacted]
Date

[redacted]
Branch

[redacted]
Opened/Reviewed By

[redacted]
Reference Account Number(s)



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Glen Moore, Planning Administrator
Date: September 2, 2016
Subject: Hold Public Hearing: Adopt annexation ordinance for the contiguous annexation of the State Employees Credit Union property.

Applicant Presentation: N/A
Staff Presentation: John Rodman, Planning & Development

RECOMMENDATION:

I move City Council adopt the annexation ordinance to extend the City of Washington corporate limits for the contiguous annexation of the State Employees Credit Union property located on Whispering Pines Road and containing 5.46 acres.

BACKGROUND AND FINDINGS:

At the August 22, 2016 City Council Meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the contiguous property located on Whispering Pines Road and containing 5.46 acres.

After the public hearing if Council desires to proceed with the annexation the attached ordinance needs to be adopted that will place the property inside the city limits effective September 12, 2016.

PREVIOUS LEGISLATIVE ACTION

Investigated Petition – July 25, 2016

Set Public Hearing – August 22, 2016

FISCAL IMPACT

___ Currently Budgeted (Account _____) ___ Requires additional Appropriation X No Fiscal Impact

SUPPORTING DOCUMENTS

Attached resolution & map

City Manager Review: 9/2 Date 9/2 Concur ___ Recommend Denial ___
 September 12, 2016
 No Recommendation

**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 of this annexation was held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, September 12, 2016, after due notice by the Washington Daily News;

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 September 12, 2016:

Being all of that tract of land noted on that survey "State Employees Credit Union" by Gaskins Land Surveyors dated December 31, 2015 and being located in Washington Township, Beaufort County North Carolina and being more particularly described as follows;

IT BEING that 5.457 acres tract as platted on map entitled "Boundary Survey for State Employees Credit Union," prepared by Wood Duck Land Surveying, PC, of record in Plat Cabinet I, Slide 27-5, Beaufort County Registry, and being a portion of those lands as were conveyed to Carole G. Hill and husband Robert G. Hill (now deceased) and Kathryn G. Woolard and husband Jeffrey T. Woolard, by deed dated April 28, 2006, of record in Book 1518, Page 882, Beaufort County Registry, to which map and deed reference is herein made and incorporated for a more complete and detailed description.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5.457 acres more or less.

Section 2. Upon and after September 12, 2016, 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 September 2016.

Jay MacDonald Hodges, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Bennett, Clerk

City Attorney

Annexation #16-A-02
State Employees Credit Union



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Frankie Buck, Public Works Director
Date: 08-25-2016
Subject: Adopt the Resolution Ordering the Closure & Abandonment of a Portion of West 2nd Street
Applicant Presentation: N/A
Staff Presentation: Frankie Buck, Public Works Director

RECOMMENDATION:

I move that the City Council adopt the Resolution ordering the closure and abandonment of a portion of West 2nd Street as shown on the attached survey map.

BACKGROUND AND FINDINGS:

The Washington City Council adopted a Resolution of Intent to close a portion of West Second, that portion of said street running West from Wilson Street to Plymouth Street (S.R. 1401) as shown on that plat entitled, "Closing a Portion of West Second Street Survey for City of Washington" by Mayo and Mayo Associate, P.A. dated July 5, 2016. The appropriate advertisement and publications have been completed. The adjoining property owner is the City of Washington and all parties have been notified.

PREVIOUS LEGISLATIVE ACTION

City Council – July 25, 2016

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution ordering closure & Map

**A RESOLUTION ORDERING THE CLOSURE AND ABANDONMENT
OF PORTION OF WEST 2ND STREET**

WHEREAS, on the 25th day of July 2016, the City Council (Council) of the City of Washington (City) directed the City Clerk (Clerk) to publish A Resolution Declaring the Intent of the City of Washington to Consider Closing and Abandoning Portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) (Resolution of Intent) in the Washington Daily News once each week for four successive weeks. Said Resolution of Intent advised the public that a public hearing would be conducted at 6:00 p.m. on this the 12th day of September, 2016 in the Council Chambers to consider the matter.

WHEREAS, said portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) under consideration to be closed and abandoned are more particularly described as follows.

ALL of the area on West Second Street, that portion of said street running west from Wilson Street to Plymouth Street (S.R. 1401) as shown on that plat entitled "Closing a Portion of West Second Street Survey for City of Washington" by Mayo and Mayo Associates, P.A. dated July 5, 2016.

WHEREAS, on the 25th day of July 16, 2016, the Council also directed the Clerk to provide, by registered or certified mail, a copy of the Resolution of Intent to all persons who own property that abuts said Abandoned Portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401), as shown on the county tax records, and the Clerk has advised the Council that the Clerk has done the same.

WHEREAS, the Clerk has also advised the Council that adequate notices were posted on the Abandoned Portion West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) as required by North Carolina General Statute § 160A-299.

WHEREAS, the Council has provided a full and complete opportunity for all interested persons to appear and register any objections that they might have respect to the potential closure and abandonment of the Abandoned Portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) during the public hearing held this the 12th day of September, 2016.

WHEREAS, after a full and complete consideration of the matter, it now appears to the satisfaction of the Council that the closure and abandonment of said Abandoned Portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) are not detrimental to the property rights of any individual or contrary to the public interest, and that no person who owns property that abuts or is in the vicinity of the Abandoned Portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) will be deprived of a reasonable means of ingress and egress to their property as a result of said closure and abandonment.

NOW THEREFORE BE IT RESOLVED, said Abandoned Portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) are hereby ordered closed and abandoned, and all right, title and interest that may be vested in the public to said areas for street or alley purposed is hereby released and shall be conclusively presumed to be vested in those persons or entities owning lots or parcels of land adjacent thereto in accordance with the provisions of north Carolina General Statue § 160A-299.

The Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Beaufort County a certified copy of this Resolution and Order.

Adopted this the 12th day of September, 2016.

Jay MacDonald Hodges
Mayor

ATTEST:

Cynthia S. Bennett
City Clerk

**NORTH CAROLINA
BEAUFORT COUNTY**

I hereby certify that the foregoing is a true and accurate copy of a Resolution duly adopted by the City Council of the City of Washington, North Carolina, at a meeting held on September 12, 2016 at 5:30 o'clock (p.m.) at the City Hall in the City of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official corporate seal of said City to be affixed hereto, this the 12th day of September 2016.

CYNTHIA S. BENNETT, CITY CLERK

**NORTH CAROLINA
BEAUFORT COUNTY**

I, _____, a Notary Public of the state and County aforesaid, 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 North Carolina municipal corporation, and by authority duly given and as an act of the corporation, acknowledged the foregoing certification, for the purposes therein expressed.

WITNESS my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires: _____



Memo

To: Mayor Hodges & Members of City Council

From: Kristi Roberson, Parks & Recreation Director

Date: September 12, 2016

Subj: Save the Pool Fundraiser Update

We have completed 6 fundraisers and are continuing to sell T-shirts and Tiles. We have currently raised \$22,486.85.

The following fundraisers are scheduled:

September 24	Save the Pool - Yard Sale
September 20	Save the Pool - Zaxby's (come eat dinner and make sure to leave us your receipt)
October 11	Save the Pool - Golf Tournament
October 29	Save the Pool - Boo Bash Splash
November 7	Save the Pool - Pizza Inn (10% of the proceeds and 100% of our tips)
November 19	Save the Pool - Comedy for a Cause (Sponsored by Arts of the Pamlico)
December 16	Save the Pool - Swim with Santa



Memo

To: Mayor Hodges & Members of City Council

From: Kristi Roberson, Parks & Recreation Director

Date: September 12, 2016

Subj: PS Jones Memorial Park

The PS Jones Memorial Park was awarded the grant from the Kate B. Reynolds Charitable Trust in the amount of \$145,000.00. These funds will be used for playground equipment and a shelter. We also have \$55,000.00 previously awarded by Kate B. Reynolds for construction of a concrete walking trail around the Park property. In addition, the City of Washington has committed City funds to build a permanent restroom facility on the PS Jones Park property, directly across 11th Street from Beebe Memorial Park.

The Beebe Park Committee has been notified and a community meeting is scheduled for Thursday, September 29 from 6p-7p at the Ed Tech Cafeteria.

Mayor
Mac Hodges

City Manager
Bobby Roberson



Washington City Council
Larry Beeman
Richard Brooks
Doug Mercer
William Pitt
Virginia Finnerty

MEMORANDUM

Date: September 6, 2016
To: Mayor and City Council
From: John Rodman, Community and Cultural Services
RE: 15th Street Improvements

The City of Washington Planning Board held their regularly scheduled meeting on Tuesday, August 23, 2016. As part of the agenda the Planning Board held a discussion on the proposed improvements and additions to the 15th Street corridor from John Small Avenue (Hwy 264 E) to Carolina Avenue (Hwy 17 Business). As part of the discussion, a number of landowners and business owners expressed their concerns over the planned changes and the lack of information on the process that was being conducted. They indicated that a number of business owners had not been contacted and were not aware of the proposed changes to 15th Street and some adjacent side streets.

The Planning Board unanimously recommended that City Council notify all the adjacent landowners and business owners along 15th Street and conduct a public meeting on the proposed improvements and additions to the 15th Street corridor so that the affected property owners would receive the necessary information.

RR
9/7

Mayor
Mac Hodges

City Manager
Bobby Roberson



Washington City Council
Larry Beeman
Richard Brooks
Doug Mercer
William Pitt
Virginia Finnerty

MEMORANDUM

Date: September 6, 2016
To: Mayor and City Council
From: John Rodman, Community and Cultural Services
RE: Waterfront Docks Storage Building

For budget year 16-17 the City Council appropriated \$50,000 in Capital Outlay improvements to the promenade and waterfront docks building. The improvements included cleaning and painting the promenade railings, benches, trash receptacles, and posts in the amount of \$30,000. A new waterfront docks storage building was approved for \$20,000. The promenade improvements will begin at a later date while then proposed storage building construction will begin shortly.

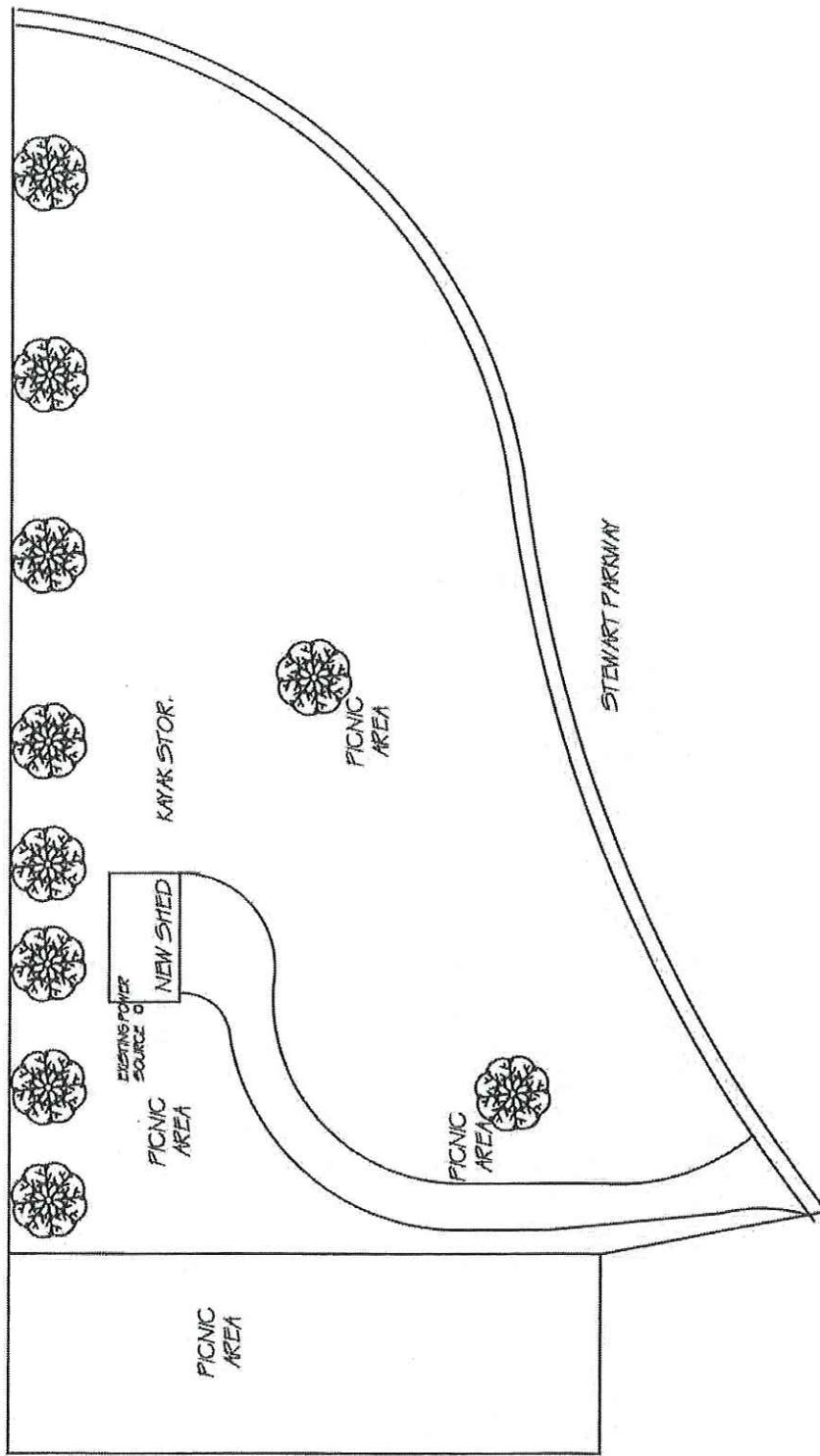
Planning and Development received bids to construct a 12' x 20' storage building for use by the dock attendants at the western end of Stewart Parkway, of which the City terms the "Maritime Quarter". Jeff Woolard Builders submitted the lowest bid at \$16,100.

The proposed wooden storage building will be in the same general area of the previous restroom facilities. There is an existing thirty (30') foot water and sewer easement on the property that made the location of the proposed building a little more challenging. The building will be located off the aforementioned easement.

The proposed building was recommended for construction by the Waterfront Docks Advisory Committee, the Historic Preservation Commission and the location of the building was approved by the Division of Water Resources and the Division of Coastal Management with a modification of the existing permit.

Attached are copies of the proposed site plan and building elevations. If you have any questions please don't hesitate to let me know.

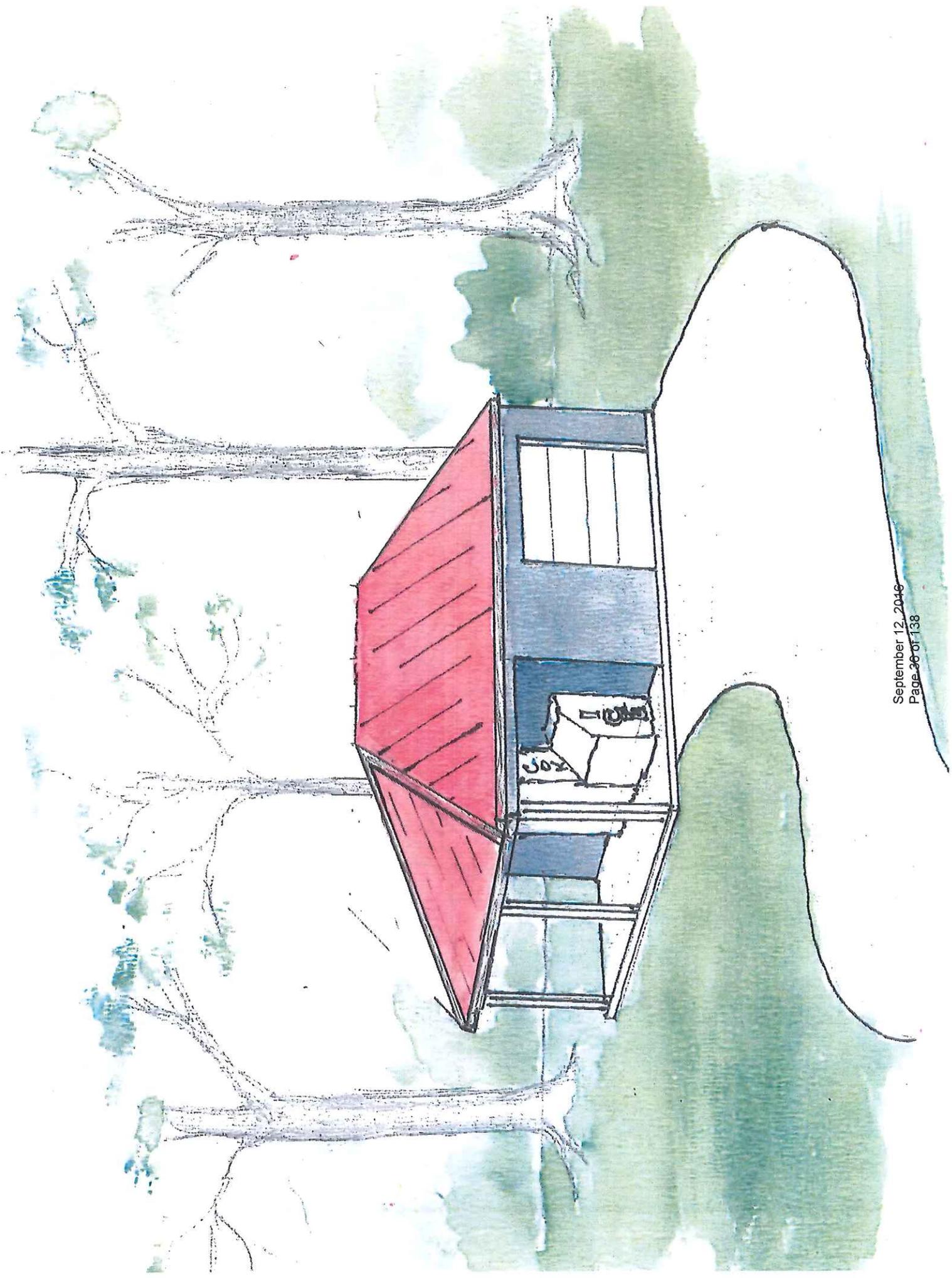
AM
9/7

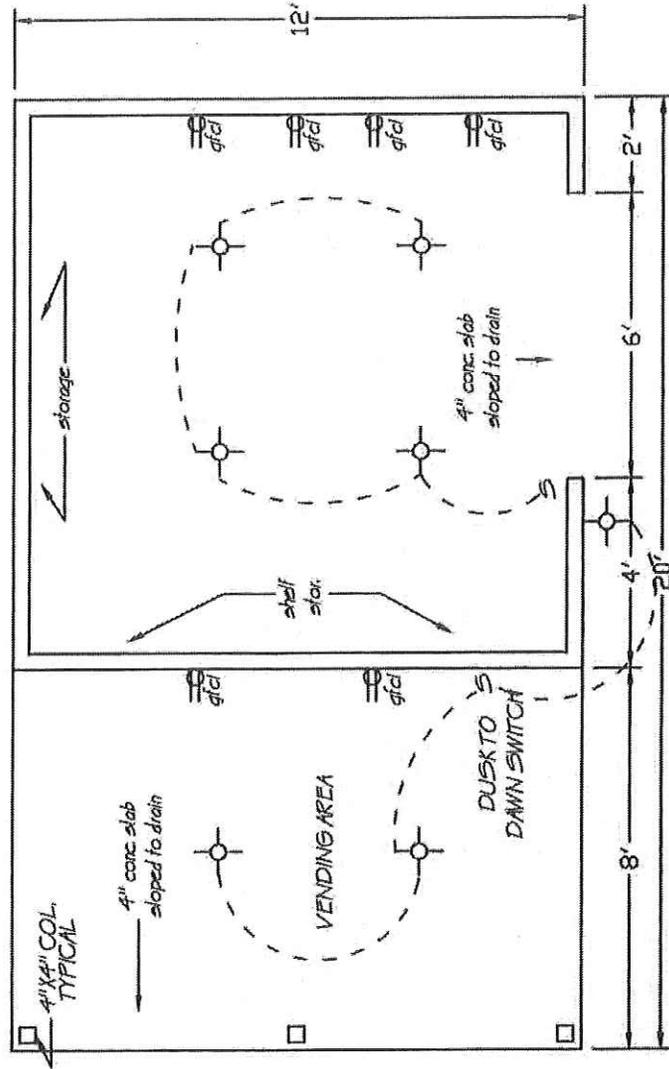


PROPOSED SITE LAYOUT
NOT DRAWN TO SCALE

PROPOSED CART SHED, STORAGE
AND VENDING AREA BUILDING

THESE PROPOSALS ARE SUBMITTED
BY THE DOCK WORKERS FOR
CONSIDERATION ONLY. THEY
REPRESENT THE PRESENT NEED
AND ADDRESS FUTURE NEED
IN THE GROWTH OF OUR SERVICE
TO OUR WATERFRONT VISITORS.

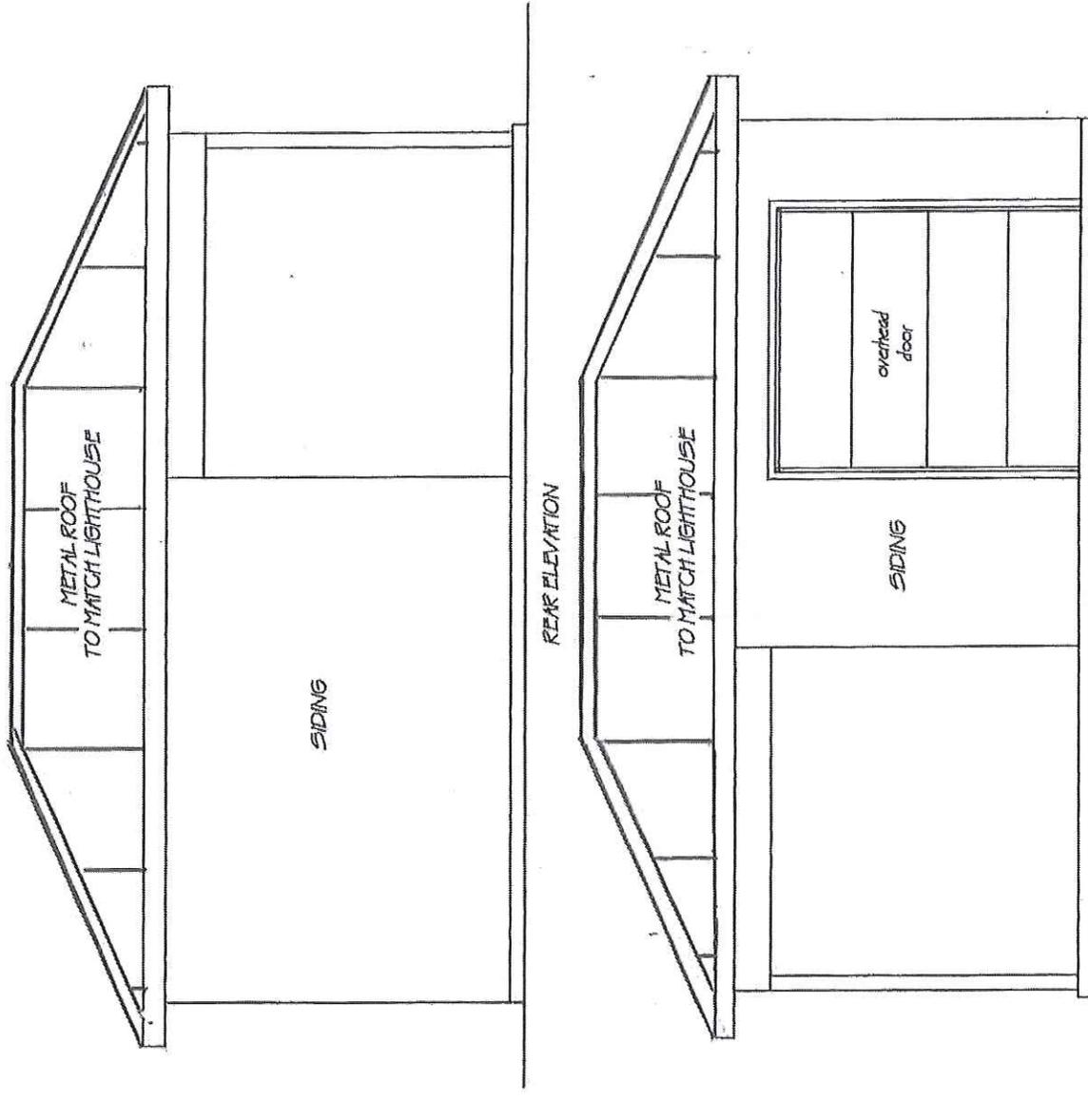




PROPOSED FLOOR PLAN

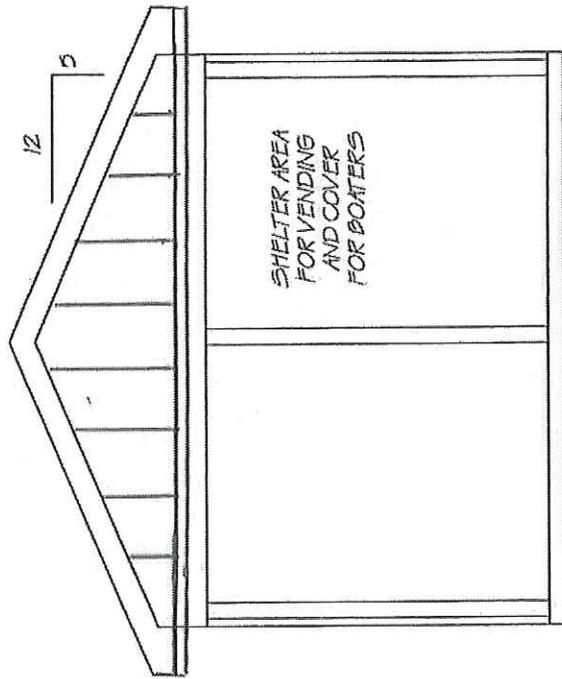
PROPOSED CART SHED, STORAGE
AND VENDING AREA BUILDING

THESE PROPOSALS ARE SUBMITTED
BY THE DOCK WORKERS FOR
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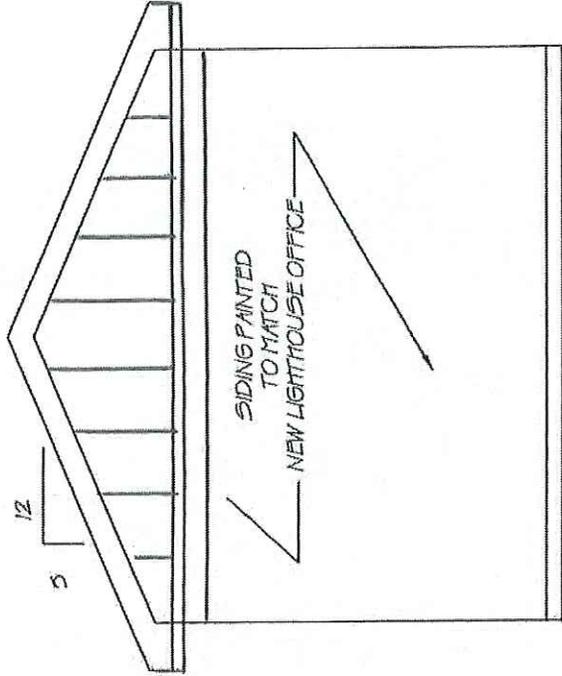


PROPOSED CART SHED, STORAGE AND VENDING AREA BUILDING

THESE PROPOSALS ARE SUBMITTED BY THE DOCK WORKERS FOR CONSIDERATION ONLY. THEY REPRESENT THE PRESENT NEED AND ADDRESS FUTURE NEED IN THE GROWTH OF OUR SERVICE TO OUR WATERFRONT VISITORS.



LEFT ELEVATION



RIGHT ELEVATION

THESE PROPOSALS ARE SUBMITTED BY THE DOCK WORKERS FOR CONSIDERATION ONLY. THEY REPRESENT THE PRESENT NEED, AND ADDRESS FUTURE NEEDS IN THE GROWTH OF OUR SERVICE TO OUR WATERFRONT VISITORS.

PROPOSED CART SHED, STORAGE AND VENDING AREA BUILDING



■ **Design Intent:**

The classic style is characterized by large columns supporting stone entablature, cornice and other roofing elements laid out using a rigid order system. The NeoClassic Hip recreates the look of classic stability and elegance, but using new materials that free it of the weight and expense of stone. This shelter will sit comfortably either as an isolated element or in company of other conservative structures.

■ **Standard With This Shelter:**

- Steel frame members, cornice and entablature coated with super-durable Poli-5000 powder coat finish.
- Tuscan tapered style column wrap* constructed of class "A" fire-rated fiberglass reinforced polyester (FRP).
- Structural Insulated Panel roof.

■ **Secondary Roofing Options:**

Multi-Rib, Standing Seam, Asphalt Shingles, Cedar Shingles

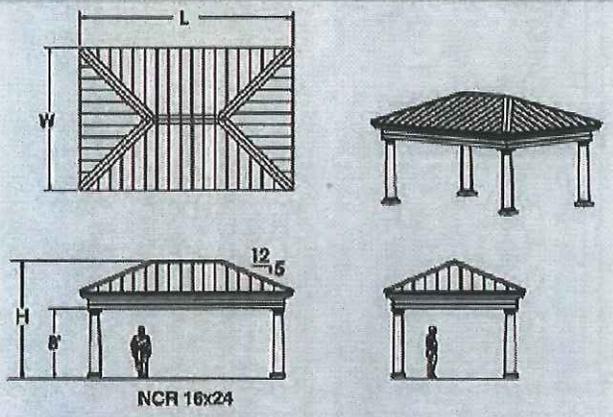
■ **Shelter Modifications:**

Shelter can be modified by adding a cupola, lightning protection, electrical cut-outs, an increase in clearance height, or by selecting a different column design from our offering.

* Neo Classic shelters use fiberglass reinforced polyester (FRP) column overlays to achieve appearance. Overlay installation requires blocking, fitting, surface filling, sanding and finish painting.

Neo Classic Hip Roof

NCR



Standard Sizes

BIN	W	L	# of Columns	Height*	Square Feet
NCR	16	24	4	13'-6"	384
NCR	16	32	6	13'-6"	512
NCR	20	24	4	14'-3"	480
NCR	20	32	6	14'-3"	640
NCR	24	28	8	15'-1"	672
NCR	24	32	8	15'-1"	768

Shelter sizes can be increased by 1' increments.

*Height dimension is approximate and for reference only.

Mayor
Mac Hodges

City Manager
Bobby Roberson



Washington City Council
Larry Beeman
Richard Brooks
Doug Mercer
William Pitt
Virginia Finnerty

MEMORANDUM

Date: September 6, 2016

To: Mayor and City Council

From: John Rodman, Community and Cultural Services

RE: Substandard Housing Activities List: 2012-2016

Attached for your information is a list of substandard housing that began in 2012 and has continued thru 2016. This list was compiled by the Department of Planning and Zoning and the Building Inspections Office. The offices began identifying structures that were in need of repair and began to notify property owners of the importance of those repairs. Some property owners began to repair their individual structures and those structures will be removed from the list once completed. Some owners did not respond to the City's request for maintenance on the structures for various reasons and therefore the end result became demolition. The Activities List identifies what funds were used to complete those demolitions. The Activities List also identifies structures that continue to be on our priority list that need further action. The Priority List continues as another handout. If you have questions please don't hesitate to let me know.

Cc: Mr. Wayne Harrell, Chief Building Inspector

PHH
9/17

**Substandard Housing List
Activities List 2012 - 2016**

No.	Street Address	Status	Boarded Up	Secure	Work Needed	Utilities	New Status	Funds Used
1	324 East 2nd Street	Vacant	No	No	Major	Off	Demolished	Owner
2	507 West 2nd Street	Vacant	Partial	Yes	Major	Off	Demolished	City Funds
3	219 East 3rd Street	Vacant	Partial	No	Minor	On	Demo by Neglect	
4	221 East 3rd Street	Vacant	Partial	No	Major	Off	Demolished	City Funds
5	223 East 3rd Street	Vacant	No	Yes	Major	On	Demolished	Owner
6	226 East 3rd Street	Vacant	No	No	Minor	Off	Being Repaired	
7	230 East 3rd Street	Vacant	Yes	Yes	Major	Off	Historic District	
8	232 East 3rd Street	Vacant	Partial	No	Major	On	Demolished	Owner
9	234 East 3rd Street	Vacant	No	No	Major	Off	Demolished	Owner
10	236 East 3rd Street	Vacant	No	No	Major	Off	Demolished	Owner
11	126 East 5th Street	Vacant	No	No	Minor	Off	Corridor	
12	1006 East 5th Street	Vacant	Yes	Yes	Major	Off	Demolished	Owner
13	122 West 5th Street	Vacant	No	No	Major	Off		
14	207 West 5th Street	Vacant	Partial	Partial	Major	Off	Being Repaired	
15	213-215 West 5th Street	Vacant	Partial	Yes	Minor	Off	Being Repaired	
16	221 West 5th Street	Vacant	Partial	Partial	Major	Off	Demolished	City Funds
17	309 West 5th Street	Vacant	Partial	Partial	Major	Off	Demolished	City Funds
18	1533 West 5th Street	Vacant	No	No	Minor	Off	Demolished	Owner
19	1695 West 5th Street	Vacant	No	No	Major	Off	Demolished	Owner
20	902 East 6th Street	Vacant	No	No	Minor	Off		
21	132 West 6th Street	Vacant	Yes	No	Major	Off	Demolished	Owner
22	136 West 6th Street	Vacant	Yes	Y	Major	Off		
23	222 East 7th Street	Occupied	No	No	Major	On		
24	202 West 7th Street	Vacant	Partial	Partial	Major	Off	Letter	
25	210 West 7th Street	Vacant	Yes	Yes	Major	Off	Letter	
26	231 West 7th Street	Vacant	No	No	Major	Off		
27	331 West 7th Street	Vacant	Yes	Yes	Major	Off	Demolished	City Funds
28	334 West 7th Street	Vacant	No	No	Major	Off	Demolished	Owner
29	107 East 8th Street	Vacant	Partial	Partial	Major	Off	Demolished	City Funds
30	115 East 8th Street	Vacant	No	No	Minor	Off	Being Repaired	
31	218 West 9th Street	Vacant	Yes	Partial	Minor	On		

No.	Street Address	Status	Boarded Up	Secure	Work Needed	Utilities	New Status	Funds Used
32	221 West 9th Street	Vacant	Yes	Partial	Major	Off		
33	404 West 9th Street	Occupied	No	No	Major	On	Repaired	
34	809 West 9th Street	Vacant	No	No	Major	Off	Demolished	City Funds
35	309 East 10th Street	Vacant	No	No	Major	Off	Demolished	Owner
36	315 East 10th Street	Vacant	Partial	Partial	Major	Off	Being Repaired	
37	605 West 10th Street	Vacant	Yes	Yes	Major	Off	Police	
38	610 West 10th Street	Vacant	Yes	Yes	Major	Off	Police	
39	339 East 11th Street	Vacant	No	No	Major	Off	Being Repaired	
40	609 West 11th Street	Vacant	Partial	No	Major	Off	Demolished	Owner
41	608 West 13th Street	Vacant	No	No	Major	Off		
42	200 Airport Road	Vacant	No	No	Major	Off	Demolished	Owner
43	609 Aycokk Street	Vacant	No	No	Minor	Off		
44	102 Beechtree Street	Vacant	Yes	Yes	Minor	Off		
45	118-120 North Bonner St	Occupied	No	Yes	Minor	On	Historic District	
46	214 North Bonner Street	Vacant	No	No	Major	Off	Historic District	
47	325 North Bonner Street	Occupied	No	Yes	Minor	On	Historic District	
48	410 North Bonner Street	Vacant	No	Yes	Minor	Off	Repaired	
49	504 North Bonner Street	Vacant	Partial	No	Minor	Off	Corridor	
50	813 North Bonner Street	Occupied	No	No	Major	On		
51	322 Boston Avenue	Vacant	No	No	Major	Off	Being Repaired	
52	827 North Bridge Street	Vacant	No	Yes	Major	Off	Demolished	Owner
53	935 North Bridge Street	Vacant	Yes	Yes	Major	Off	Repaired	
54	706 Brown Street	Vacant	No	No	Major	Off	Demolished	Owner
55	759 Carolina Avenue	Vacant	No	No	Major	Off	Demolished	City Funds
56	773 Carolina Avenue	Vacant	No	No	Major	Off	Demolished	Owner
57	1710 Carolina Avenue	Vacant	No	NO	Minor	Off	Demolished	Owner
58	1720 Carolina Avenue	Vacant	No	NO	Minor	Off	Demolished	Owner
59	1730 Carolina Avenue	Vacant	No	NO	Minor	Off	Demolished	Owner
60	701 North Charlotte Street	Vacant	Partial	Yes	Major	Off		
61	116 Dogwood Trail	Vacant	No	No	Major	Off		
62	814 Fleming Street	Vacant	Yes	Yes	Major	Off	Being Repaired	
63	818 Fleming Street	Vacant	Yes	Yes	Minor	Off	Being Repaired	
64	702 Gladden Street	Vacant	Partial	No	Major	Off	Being Repaired	
65	604 Grimes Road	Vacant	No	No	Minor	Off	Demolished	Owner
66	618 Grimes Road	Vacant	No	No	Major	Off	Demolished	Owner

No.	Street Address	Status	Boarded Up	Secure	Work Needed	Utilities	New Status	Funds Used
67	325 North Harvey Street	Vacant	Yes	Yes	Major	Off	Demo by Neglect	
68	403 North Harvey Street	Vacant	Yes	Partial	Major	Off	Demolished	FEMA
69	506 Hackney Ave	Vacant	No	No	Major	Off	Demolished	Owner
70	1425 Highland Drive	Vacant	No	No	Major	Off	Demolished	City Funds
71	1427 Highland Drive	Vacant	No	No	Major	Off	Demolished	City Funds
72	818/820 John Small Ave	Vacant	No	No	Major	Off	Demolished	Owner
73	514 McNair Street	Vacant	Fire	No	Minor	Off	Demolished	Owner
74	621 North Market Street	Vacant	Partial	No	Major	Off	Being Repaired	
75	813 North Market Street	Vacant	No	No	Minor	Off		
76	115 East MLK Jr. Drive	Vacant	No	No	Major	Off	Demolished	Owner
77	216 West MLK Jr. Drive	Vacant	Yes	Partial	Minor	Off		
78	324 West MLK Jr. Drive	Occupied	No	No	Minor	On		
79	411 West MLK Jr. Drive	Vacant	Partial	Yes	Major	Off	Demolished	Owner
80	534 West MLK Jr. Drive	Vacant	No	No	Major	Off		
81	842 West MLK Jr. Drive	Vacant	Partial	No	Major	Off	Demolished	Owner
82	713 Northgate Drive	Vacant	No	No	Major	Off	Demolished	Owner
83	603/605 Park Drive	Vacant	No	No	Major	Off	Demolished	City Funds
84	403 North Pierce Street	Vacant	No	No	Major	Off		
85	405 407 North Pierce Street	Vacant	No	No	Major	Off	Repaired	
86	417 North Respass Street	Occupied	No	Yes	Major	On		
87	419 North Respass Street	Occupied	No	No	Minor	On		
88	426 North Respass Street	Vacant	Yes	Yes	Minor	Off		
89	536 North Respass Street	Vacant	No	No	Minor	Off		
90	902 North Respass Street	Vacant	No	No	Major	Off		
91	904 North Respass Street	Vacant	No	No	Major	Off		
92	906 North Respass Street	Vacant	No	No	Major	Off		
93	821 & 823 Tayloe Street	Vacant	No	No	Major	Off	Commercial	
94	316 Van Norden Street	Vacant	No	No	Major	Off	Demolished	Owner
95	418 Van Norden Street	Vacant	No	No	Major	Off	Letter	
96	601 Van Norden Street	Vacant	No	No	Major	Off	Demolished	Owner
97	811 Van Norden Street	Vacant	No	No	Minor	Off	Demolished	City Funds
98	902 Van Norden Street	Vacant	No	No	Minor	Off		
99	1018 Van Norden Street	Vacant	No	No	Major	Off	Police	
100	620 Washington Street	Vacant	Partial	No	Major	Off	Demolished	City Funds

No.	Street Address	Status	Boarded Up	Secure	Work Needed	Utilities	New Status	Funds Used
101	105 Wedgewood Drive	Vacant	No	No	Major	Off	Demolished	Owner
102	630 Washington Street	Vacant	Partial	No	Major	Off	Demolished	Owner
103	312 Water Street	Vacant	Partial	Partial	Major	Off	Being Repaired	



Structures that have been demolished



Structures in the Historic District



Structures repaired or being repaired



Active structures for priority

Mayor
Mac Hodges

City Manager
Bobby Roberson



Washington City Council

Larry Beeman
Richard Brooks
Doug Mercer
William Pitt
Virginia Finnerty

MEMORANDUM

Date: September 6, 2016

To: Mayor and City Council

From: John Rodman, Community and Cultural Services

RE: Substandard Housing List: Priorities

Attached is the priority list of substandard housing that is current in the City of Washington. This list was compiled by the Department of Planning and Zoning and the Building Inspections Office with the aid of the Police Department. The structures listed in yellow are the top priorities for 2016. The List contains sixteen (16) structures that are listed as a number one priority. The City's goal is to address ten (10) structures by the end of the fiscal year. If you have any questions or you feel there are other structures that need to be placed on the priority list please don't hesitate to let Planning and Development know.

Cc: Mr. Wayne Harrell, Chief Building Inspector

John Rodman
9/17

Substandard Housing List - Priorities 2016

No.	Street Address	Status	Boarded	Secure	Repair	Utilities	Status	Priority
1	136 West 6th Street	Vacant	Yes	Yes	Major	Off		1
2	202 West 7th Street	Vacant	Partial	Partial	Major	Off	Letter	1
3	210 West 7th Street	Vacant	Yes	Yes	Major	Off	Letter	1
4	605 West 10th Street	Vacant	Yes	Yes	Major	Off	Police	1
5	610 West 10th Street	Vacant	Yes	Yes	Major	Off	Police	1
6	608 West 13th Street	Vacant	No	No	Major	Off		1
7	701 North Charlotte Street	Vacant	Partial	Yes	Major	Off		1
8	813 North Market Street	Vacant	No	No	Minor	Off		1
9	902 North Respass Street	Vacant	No	No	Major	Off		1
10	904 North Respass Street	Vacant	No	No	Major	Off		1
11	906 North Respass Street	Vacant	No	No	Major	Off		1
12	821 & 823 Tayloe Street	Vacant	No	No	Major	Off	Commercial	1
13	418 Van Norden Street	Vacant	No	No	Major	Off	Letter	1
14	1018 Van Norden Street	Vacant	No	No	Major	Off	Police	1
15	102 Beechtree Street	Vacant	Yes	Yes	Minor	Off		1
16	116 Dogwood Trail	Vacant	No	No	Major	Off		1
17	126 East 5th Street	Vacant	No	No	Minor	Off	Corridor	2
18	902 East 6th Street	Vacant	No	No	Minor	Off		2
19	222 East 7th Street	Occupied	No	No	Major	On		2
20	221 West 9th Street	Vacant	Yes	Partial	Major	Off		2
21	609 Aycock Street	Vacant	No	No	Minor	Off		2
22	504 North Bonner Street	Vacant	Partial	No	Minor	Off	Corridor	2
23	813 North Bonner Street	Occupied	No	No	Major	On		2
24	216 West MLK Jr. Drive	Vacant	Yes	Partial	Minor	Off		2
25	324 West MLK Jr. Drive	Occupied	No	No	Minor	On		2
26	534 West MLK Jr. Drive	Vacant	No	No	Major	Off		2
27	403 North Pierce Street	Vacant	No	No	Major	Off		2
28	417 North Respass Street	Occupied	No	Yes	Major	On		2
29	419 North Respass Street	Occupied	No	No	Minor	On		2
30	426 North Respass Street	Vacant	Yes	Yes	Minor	Off		2
31	536 North Respass Street	Vacant	No	No	Minor	Off		2
32	902 Van Norden Street	Vacant	No	No	Minor	Off		2
33	231 West 7th Street	Vacant	No	No	Major	Off		2
34	122 West 5th Street	Vacant	No	No	Major	Off		3
35	218 West 9th Street	Vacant	Yes	Partial	Minor	On		3



PROPERTY ADDRESS: 136 West 6th Street

TAX PARCEL NUMBER: 5676-90-2322

CURRENT OWNER: Melville Q. Wyche Jr. & Haywood E. Wyche

MAIL ADDRESS: 12503 Trelawn Terrace, Bowie, MD 20721

BLDG VALUE: \$12,800 **LAND VALUE:** \$51,006

TOTAL VALUE: \$63,806

STATUS: Vacant **YEAR BUILT:** 1935

BOARDED: Yes **SECURE:** Yes

UTILITIES: Off 2008

WORK NEEDED: Major repair needed.

DISTRICT: Residential

DATE OF OBSERVATION: 4/7/2011, 8/17/16

COMMENT:



PROPERTY ADDRESS: 202 West 7th Street
TAX PARCEL NUMBER: 5676-90-2602
CURRENT OWNER: Margaret Randolph King, Betty B. Randolph
MAIL ADDRESS: 618 North Respass Street Washington, NC 27889
BLDG VALUE: \$27,433 **LAND VALUE:** \$9,920
TOTAL VALUE: \$37,353
STATUS: Vacant **YEAR BUILT:** 1900
BOARDED: Partial **SECURE:** Partial
UTILITIES: Off 2011
WORK NEEDED: Major repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 5/8/12, 8/17/16
COMMENTS:



PROPERTY ADDRESS: 210 West 7th Street
TAX PARCEL NUMBER: 5676-90-1700
CURRENT OWNER: Kenneth E. Gray
MAIL ADDRESS: 272 Shay Trail, Cantonment, Fl 32533
BLDG VALUE: \$29,850 **LAND VALUE:** \$10,000
TOTAL VALUE: \$39,850
STATUS: Vacant **YEAR BUILT:** 1900
BOARDED: Yes **SECURE:** Partial
UTILITIES: Off 2007
WORK NEEDED: Major repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 3/22/2011
COMMENTS:



PROPERTY ADDRESS: 605 West 10th Street
TAX PARCEL NUMBER: 5676-72-9289
CURRENT OWNER: Clarence J. Staten
MAIL ADDRESS: 5 Oak Brook Crt Stafford, VA 22554
BLDG VALUE: \$34,570 **LAND VALUE:** \$8,000
TOTAL VALUE: \$42,570
STATUS: Vacant **YEAR BUILT:** 1950
BOARDED: Yes **SECURE:** Yes
UTILITIES: Off 2007
WORK NEEDED: Major repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 5/8/12, 8/17/14, 8/15/16
COMMENTS:



PROPERTY ADDRESS: 610 West 10th Street
TAX PARCEL NUMBER: 5676-82-8169
CURRENT OWNER: Fannie Sneed Hrs, Louis F. Sneed, C/O Alice Sneed
MAIL ADDRESS: PO Box 3017 Washington, NC 27889
BLDG VALUE: \$30,588 **LAND VALUE:** \$10,250
TOTAL VALUE: \$40,830
STATUS: Vacant **YEAR BUILT:** 1963
BOARDED: Yes **SECURE:** Yes
UTILITIES: Off 2010
WORK NEEDED: Minor repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 5/8/12, 8/17/14
COMMENTS: Criminal Activity as noted by PD



PROPERTY ADDRESS: 608 West 13th Street
TAX PARCEL NUMBER: 5676-83-5492
CURRENT OWNER: Magie Keyes Williams
MAIL ADDRESS: 169 Peed Road, Chocowinity, NC 27817
BLDG VALUE: \$25,390 **LAND VALUE:** \$9,250
TOTAL VALUE: \$25,390
STATUS: Occupied **YEAR BUILT:** 1964
BOARDED: No **SECURE:** No
UTILITIES: On 2005
WORK NEEDED: Major repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 8/17/16

COMMENTS: September 12, 2016
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PROPERTY ADDRESS: 701 North Charlotte Street
TAX PARCEL NUMBER: 5685-28-5844
CURRENT OWNER: George B. Daniels
MAIL ADDRESS: 712 East 7th Street, Washington, NC 27889
BLDG VALUE: \$0 **LAND VALUE:** \$9,283
TOTAL VALUE: \$9,283
STATUS: Vacant **YEAR BUILT:** 1915
BOARDED: Yes **SECURE:** Yes
UTILITIES: Off 2006
WORK NEEDED: Major repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 2/28/2011, 8/17/16

COMMENTS: September 12, 2016
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PROPERTY ADDRESS: 813 North Market Street
TAX PARCEL NUMBER: 5686-00-1605
CURRENT OWNER: Betsy D. Hodges
MAIL ADDRESS: 5700 River Road Washington, NC 27889
BLDG VALUE: \$17,392 **LAND VALUE:** \$8,418
TOTAL VALUE: \$25,810
STATUS: Vacant **YEAR BUILT:** 1870
BOARDED: No **SECURE:** No
UTILITIES: Active
WORK NEEDED: Minor repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 5/8/12, 8/17/16
COMMENTS:



PROPERTY ADDRESS: 902 North Respass Street
TAX PARCEL NUMBER: 5676-91-4189
CURRENT OWNER: Kaylie M. Brammall
MAIL ADDRESS: 3437 Gallberry Road, Washington, NC 27889
BLDG VALUE: \$49,198 **LAND VALUE:** \$27,900
TOTAL VALUE: \$77,098
STATUS: Vacant **YEAR BUILT:** 1965
BOARDED: No **SECURE:** No
UTILITIES: Off 2011
WORK NEEDED: Minor repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 8/15/16
COMMENTS:



PROPERTY ADDRESS: 904 North Respass Street

TAX PARCEL NUMBER: 5676-91-4189

CURRENT OWNER: Kaylie M. Brammall

MAIL ADDRESS: 3437 Gallberry Road, Washington, NC 27889

BLDG VALUE: \$49,198 **LAND VALUE:** \$27,900

TOTAL VALUE: \$77,098

STATUS: Vacant **YEAR BUILT:** 1965

BOARDED: No **SECURE:** No

UTILITIES: Off 2011

WORK NEEDED: Major repair needed.

DISTRICT: Residential

DATE OF OBSERVATION: 8/15/16

COMMENTS:



PROPERTY ADDRESS: 906 North Respass Street

TAX PARCEL NUMBER: 5676-91-4189

CURRENT OWNER: Kaylie M. Brammall

MAIL ADDRESS: 3437 Gallberry Road, Washington, NC 27889

BLDG VALUE: \$49,198 **LAND VALUE:** \$27,900

TOTAL VALUE: \$77,098

STATUS: Vacant **YEAR BUILT:** 1965

BOARDED: No **SECURE:** No

UTILITIES: Off 2011

WORK NEEDED: Major repair needed.

DISTRICT: Residential

DATE OF OBSERVATION: 8/15/16

COMMENTS: September 12, 2016
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PROPERTY ADDRESS: 821 & 823 Tayloe Street
TAX PARCEL NUMBER: 5676-61-1000
CURRENT OWNER: Lora Dale Hilton
MAIL ADDRESS: 505 Tafton Drive Wendell, NC 27591
BLDG VALUE: \$6,374 **LAND VALUE:** \$69,713
TOTAL VALUE: \$76,087
STATUS: Vacant **YEAR BUILT:** 1972
BOARDED: No **SECURE:** No
UTILITIES: Off 2015
WORK NEEDED: Major repair needed.
DISTRICT: Commercial
DATE OF OBSERVATION: 8/17/16
COMMENTS:



PROPERTY ADDRESS: 418 Van Norden Street

TAX PARCEL NUMBER: 5676-70-9103

CURRENT OWNER: Yusuf Ibn Abdullah

MAIL ADDRESS: PO Box 362, Chocowinity, NC 27817

BLDG VALUE: \$13,807 **LAND VALUE:** \$6,256

TOTAL VALUE: \$20,063

STATUS: Vacant **YEAR BUILT:** 1900

BOARDED: No **SECURE:** No

UTILITIES: Off 2008

WORK NEEDED: Major repair needed.

DISTRICT: Residential

DATE OF OBSERVATION: 5/4/2011, 8/15/16

COMMENT:



PROPERTY ADDRESS: 1018 Van Norden Street
TAX PARCEL NUMBER: 5676-82-9198
CURRENT OWNER: Mamie W Laws
MAIL ADDRESS: 1018 Van Norden Street, Washington, NC 27889
BLDG VALUE: \$18,551 **LAND VALUE:** \$5,166
TOTAL VALUE: \$23,717
STATUS: Vacant **YEAR BUILT:** 1954
BOARDED: No **SECURE:** No
UTILITIES: Off 2005
WORK NEEDED: Major repair needed.
DISTRICT: Residential
DATE OF OBSERVATION:

COMMENTS:

September 12, 2016
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PROPERTY ADDRESS: 102 Beechtree Road
TAX PARCEL NUMBER: 5686-61-8544
CURRENT OWNER: Joseph Al & Betsy L Hodges
MAIL ADDRESS: PO Box 52, Pantego, NC 27860
BLDG VALUE: \$156,928 **LAND VALUE:** \$50,000
TOTAL VALUE: \$206,928
STATUS: Vacant **YEAR BUILT:** 1975
BOARDED: Yes **SECURE:** Yes
UTILITIES: Off 2002
WORK NEEDED: Minor repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 5/4/2011, 8/17/16
COMMENT:



PROPERTY ADDRESS: 116 Dogwood Trail, Macswoods
TAX PARCEL NUMBER: 5686-61-2673
CURRENT OWNER: George & Lillian Gillespie
MAIL ADDRESS: 1908 Baronsmede Drive, Raleigh, NC 27615
BLDG VALUE: \$171,465 **LAND VALUE:** \$51,750
TOTAL VALUE: \$223,215
STATUS: Vacant **YEAR BUILT:** 1973
BOARDED: No **SECURE:** No
UTILITIES: Off 2016
WORK NEEDED: Minor repair needed.
DISTRICT: Residential
DATE OF OBSERVATION: 8/17/16
COMMENTS:



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: September 12, 2016
Subject: Appointment to Library Board of Trustees
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

(William Pitt)

I move that the City Council appoint _____ to the Library Board of Trustees to fill the un-expired term of Yvonne Saleem. Term to expire June 30, 2017.

BACKGROUND AND FINDINGS:

Council liaison Pitt will make appoint to the Library Board of Trustees.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Board Applications

City Manager Review: 9/17 Date Concurred 9/12 Recommend Denial No recommendation

Requested Board Brown Library Board of Trustees

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF
THE CITY OF WASHINGTON

NAME Leesa Payton Jones

ADDRESS 1411 Nicholson Street Washington NC

PHONE (WORK) _____ (HOME) 252 833-8995

E-MAIL ADDRESS Leesa.wisdom@aol.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 25 YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? _____ IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I feel I am qualified for appointment to the Brown Library Board of Trustees because I have a passion for enhancing, preserving and protecting the invaluable resource the Brown Library is for all of us. This library is important for so many reasons

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

August 31, 2016
Date

Leesa Payton Jones
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Requested Board Brown Library

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Liane Tomlinson

ADDRESS 135 Fairway Dr Washington

PHONE (WORK) 923-9141 (HOME) 940-0390

E-MAIL ADDRESS dtomlinson1109@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 2 YEARS

YEARS OF EDUCATION 23 yrs

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (S) (OPTIONAL): Use back of sheet if additional space is needed.

1. Have served on boards in past
2. Have managed boards
3. Believe strong library imp't to community
4. Reading / Libraries have always been imp't to me

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

Date 9/29/16

Signature [Handwritten Signature]

Requested Board Brown Library

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF
THE CITY OF WASHINGTON

NAME Barbara Allen Grimes

ADDRESS 100 Summer Haven Lane

PHONE (WORK) retired (HOME) 946-6446

E-MAIL ADDRESS bgrimes10@suddenlink.net

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES () NO ()

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 44 YEARS

YEARS OF EDUCATION MLS - Masters in Library Science

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES () NO ()

IF YES, PLEASE INDICATE Washington City Board of Education

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? No IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of
sheet if additional space is needed.

Classroom teachers - Junior High for 7 years; School Librarian
for 26 years (K-12); Washington City Board of Education - 10
years - Chairman for 2; head of Altar Guild at St. Peter's Episcopal
Church for 4 years; many other duties at church; Community Concert
Association officer years ago;

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions
AND, in the event you are appointed, it may be used as a news release to identify you to the community.

Aug. 23, 2016
Date

Barbara A. Grimes
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: September 6, 2016
Subject: Approve Waterfront Dock Agreements (Leases)
Applicant Presentation: N/A
Staff Presentation: John Rodman, Community and Cultural Services

RECOMMENDATION:

I move that the City Council adopt the updated Waterfront Dock Agreements for the following vessels; The River Rover, The ECU Research Vessel Riggs, and Seatow IBX and the agreement for the Little Washington Sailing School. These leases are for a one (1) year period.

BACKGROUND AND FINDINGS:

These leases have been updated to reflect new information for each water craft and to reflect the same extension period of every one (1) year. The proposed changes are highlighted in yellow and the removal of information is shown by a strike-thru. The documents were reviewed by the City Attorney and the Risk Manager.

PREVIOUS LEGISLATIVE ACTION

Recommended for approval by the Waterfront Docks Advisory Committee

FISCAL IMPACT

___ Currently Budgeted (Account _____) ___ Requires additional appropriation X No Fiscal Impact

SUPPORTING DOCUMENTS

Waterfront Docking Agreements

City Manager Review: 9/7 Date Concur ABC Recommend Denial ___
No Recommendation ___

**NORTH CAROLINA
BEAUFORT COUNTY**

WATERFRONT DOCKING AGREEMENT

THIS AGREEMENT, is made and entered as of the **1st day of April January, 2016**, by and between the City of Washington, North Carolina (hereinafter referred to as "Waterfront Docks") and Little Washington Sailing School, Inc. (hereinafter referred to as "School"). For and in consideration of \$1.00 the mutual covenants contained herein as well as valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Waterfront Docks and Boat Owner agree as follows.

1. **GRANT OF LICENSE.** Subject to the satisfaction of the condition contained in Section 1.a. below, Waterfront Docks hereby grants to School and School hereby accepts from Waterfront Docks a license to use **a certain the entire** portion of Waterfront Docks' piers known to Waterfront Docks as Dock J (hereinafter referred to as "Fixed Dock") subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to School and shall not inure to the successors or assigns of School. School agrees that it does not possess and shall not claim at any time an interest or estate of any kind or extent whatsoever by virtue of this license or School's exercise or use hereunder of the same and Waterfront Docks conveys no interest in property, including but not limited to Fixed Dock or pier, to School by this Agreement.

a. School shall obtain whatever permission is legally required, including but not limited to a CAMA permit or a modification to the current CAMA permit, from the appropriate agency(ies) or entity(ies) that will give School the legal right and authority (hereinafter referred to as "Permit") to exercise the rights and authority granted and contemplated by this Agreement. School shall not exercise any of the rights and authority granted and contemplated by this Agreement until School has received said Permit, provided said Permit to Waterfront Docks, and received approval of the Permit from Waterfront Docks. Upon receipt of approval from Waterfront Docks of said Permit, School shall exercise its rights and authority hereunder consistent with the terms and conditions of said Permit, as may be amended.

2. **BOAT AND OWNER IDENTIFICATION AND CONTACT INFORMATION.** The boat (hereinafter referred to as "Boat") to be berthed in the Slip is described as follows.

Name of Boat: No Name Primary Vessel		Make: Avon	Model: Center Console		
Year:	Registration/Documentation #: NC 8960DH		Length: 14'	Beam:	Draft: 18"
Owner's Address: 124 S. Market Street, PO Box 1865, Washington, NC			Social Security No.: N/A		
Work Phone: 252-402-7878	Home Phone: 252-945-4030	Emergency Phone: Anne Kumins David Norwood 252-833-4333 252-341-7836		Email: kevinclancey@gmail.com david@carolinawind.com	
Insurer: CHUBB Group Insurance Co.		Policy #: 3601-5619 EUC		Insurer's Phone: 401-336-2180	

Contemporaneously with the execution hereof, School shall provide Waterfront Docks with the above information concerning any and all dinghies, vessels, boats, etc. that School will utilize in its program and/or locate or berth at the Fixed Dock or Floating Dock. The information provided above is true and accurate. School agrees that, if any of the above information subsequently changes, School will provide updated information to Waterfront Docks within fourteen (14) days of such change.

3. **RENTAL/TERMINATION/LATE CHARGES.** In recognition of the obvious and immeasurable benefits to the City of Washington, its citizens, and the public at large that will result from the location and operation of the Little Washington Sailing School on the City of Washington waterfront, including but not limited to the opportunity to obtain sailing lessons and provide access to the Pamlico River, the rental amount of shall be waived and School shall be entitled to utilize the license granted herein **beginning the 8th day of April, 2016 and ending on the 7th day of March, 2016 for a one (1) year term, beginning on the 1st day of January, 2016 and ending on the 31st day of December, 2016.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days notice to the other party. Upon expiration or earlier termination of this Agreement, School shall remove said Floating Dock(s) and Vessels from Fixed Dock within ten (10) days. Should School fail to relocate Floating Dock(s) and Vessels within the time allowed, Waterfront Docks shall have the right to relocate the Floating Dock(s) and Vessels from the Fixed Dock, including but not limited to placing them at

anchorage or storing them on land, and receive reimbursement and indemnification from School for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking. (herein referred to as "Rules") _____

a. **EXTENSION.** Should LWSS desire to extend this Agreement beyond the initial one (1) year period; then, in that event, LWSS shall notify Waterfront Docks ninety (90) days prior to the end of the initial period. The parties hereby agree that, upon such notice, the parties will enter into good faith negotiations to extend this Agreement. However, Waterfront Docks is under no obligation whatsoever to extend this Agreement for an additional one (1) year period.

a. b. Waterfront Docks waives the two-day maximum stay for use of Dock J in the area known as the free docks by the School for its Program during the term of this Agreement.

3.4. **USE OF DOCK.** Notwithstanding anything herein or anything contained in the Rules to the contrary, Waterfront Docks authorizes School to utilize Fixed Dock in conjunction with its sailing instruction program (herein referred to as "Program"). School will attach a two (2) 20 foot by 40 foot Floating Dock(s) (herein referred to as "Floating Dock(s) ") to one-half all of Fixed Dock using mooring lines & pilings. School will attach fixed fenders to the Fixed Dock pilings between said pilings and the Floating Dock(s) to prevent damage to said pilings and Fixed Dock from the Floating Dock(s). School will provide access from Fixed Dock to Floating Dock(s) by installing a ladder (boarding steps) to the Floating Dock that will lead to the Fixed Dock(s). School will utilize said Floating Dock(s) for stowage of and access to sailing dinghies (hereinafter referred to as "Vessels") utilized in the Program. Subject to advance permission from and any related requirements of Waterfront Docks, School may dock two chase boats at the Floating Dock(s) to be used solely in conjunction with said Program. Said chase boats shall be subject to the same relocation and removal terms and are applicable to the Floating Dock(s) and Vessels. School shall not be entitled to berth any other boat at the Fixed Dock or Floating Dock(s) or attach other appurtenances to Fixed Dock, other than as identified above, without the express written consent of Waterfront Docks. School shall not use the Fixed Dock as rental property, a dwelling, or for any purpose other than the purposes stated herein without prior written consent of Waterfront Docks. School shall have no interest in the Fixed Dock other than the right to use said space in accordance with the terms and conditions of this Agreement and any rules and regulations as Waterfront Docks may make respecting the use thereof. School shall coordinate all activities with Waterfront Docks. School shall perform all activities associated with its Program in such a manner that such activities do not interfere with, hinder, or in any way impair the public's use of the waterfront docks or the use of slips by boat owners. School agrees to cooperate in all respects with all of the parties, including the public, who presently utilize or may in the future be utilizing the waterfront docks and agrees to coordinate its activities insofar as possible to achieve an orderly, safe, and harmonious joint usage thereof by all parties.

a. School shall require all students in its Program to execute and return a release and indemnification in a form satisfactory to Waterfront Docks prior to commencement of any activity related to the Program.

4. **TERM.** School may utilize Fixed Dock for a twelve (12)-month period, beginning on the 8th day of April, 2013 and ending on the 7th day of March, 2014. Either party may terminate this Agreement, with or without cause, upon thirty (30) days notice. Upon expiration or termination of this Agreement, School shall remove said Floating Dock(s) and Vessels from Fixed Dock within ten (10) days. Should School fail to relocate Floating Dock(s) and Vessels within the time allowed, Waterfront Docks shall have the right to relocate the Floating Dock(s) and Vessels from the Fixed Dock, including but not limited to placing them at anchorage or storing them on land, and receive reimbursement and indemnification from School for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (herein referred to as "Rules") _____

a. **EXTENSION.** Should LWSS desire to extend this Agreement beyond the initial one (1) year period; then, in that event, LWSS shall notify Waterfront Docks ninety (90) days prior to the end of the initial period. The parties hereby agree that, upon such notice, the parties will enter into good faith negotiations to extend this Agreement. However, Waterfront Docks is under no obligation whatsoever to extend this Agreement for an additional one (1) year period.

a. b. Waterfront Docks waives the two-day maximum stay for use of Dock J in the area known as the free docks by the School for its Program during the term of this Agreement.

5. **CONDITION OF FIXED DOCK.** School hereby accepts the condition of the Fixed Dock and common areas of Waterfront Docks "AS IS" and School acknowledges that Waterfront Docks makes no express or implied warranty as to the condition of the Fixed Dock, the water, the depth of the water, the common areas or any utilities, gangways, fences, doors, locks, or any other aspect of the waterfront docks. School covenants to satisfy itself that the Fixed Dock and berthing space are adequate for the safe berthing of its Floating Dock(s) and Vessels. School shall exercise due caution in occupation of the Fixed Dock, shall take good care of the Fixed Dock and, at the expiration or earlier termination of this

Agreement, shall surrender and deliver the Fixed Dock to Washington Docks in as good condition as when received by School from Washington Docks, reasonable wear and tear excepted. Waterfront Docks may elect to retain or dispose of, in any manner, School's personal property that is not removed from the Fixed Dock or the waterfront docks by School at the expiration or earlier termination of this Agreement. School waives all claims against Waterfront Docks for any damage to School resulting from Waterfront Docks' removal of School's personal property at the expiration or earlier termination of this Agreement. School shall be liable to Waterfront Docks for Waterfront Docks' costs for storage, removal, or disposal of School's personal property at prevailing rates.

a. Waterfront Docks, in its discretion, may retain, or require School to remove, any alteration, addition, or improvement made by School to the Fixed Dock or to any common area pursuant to advance written approval of Waterfront Docks. Any such alteration, addition, or improvement retained by Waterfront Docks constitutes further consideration for this Agreement.

b. School shall keep the waterfront area around the Fixed Dock clean as well as litter free and in a presentable, acceptable and satisfactory condition to the City.

6. **BAILMENT.** It is understood and agreed that this Agreement does not constitute a bailment. Except as otherwise provided herein, School retains and has exclusive care, custody, control, and access to the Floating Dock(s), Vessels, chase boats and their respective contents at all times.

7. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to inform School of dangerous conditions requiring School's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines, moving the Floating Dock(s) or Vessels, or moving boats from berths to which they are or were assigned. School further agrees to provide Waterfront Docks a key or combination to locks securing the Vessels, if any. It is expressly agreed that Waterfront Docks shall not be liable to School if for any reason Waterfront Docks fails to move the Floating Dock(s) or Vessels at any time for any reason.

8. **RATIFICATION OF ACTIONS.** Notwithstanding anything herein to the contrary and although Waterfront Docks has absolutely no obligation to do so, should Waterfront Docks enter upon the Floating Dock(s) or Vessels or take any action to protect the Floating Dock(s) or Vessels, which action is hereby approved and authorized by School, including but not limited to relocating the Floating Dock(s) or Vessels, installing mooring lines, or pumping the Vessels, or similar services, School agrees to reimburse and indemnify Waterfront Docks as more specifically provided for in the attached Rules and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

9. **HAZARDOUS MATERIALS.** School covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. School agrees and does hereby fully indemnify and shall hold Waterfront Docks absolutely harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Waterfront Docks may incur or suffer by reason of any claim or liability arising from School's noncompliance with applicable environmental laws and the terms of this paragraph. School specifically covenants and agrees that no hazardous substances, hazardous wastes or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, On or about the Fixed Dock or Waterfront Docks' facilities, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

10. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to School only. School may not assign this Agreement or sublicense the Fixed Dock. In the event School suspends its Program, Waterfront Docks shall have the right to cancel this Agreement.

11. **INSURANCE.** School shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and affect the following insurance coverages.

a. Commercial General Liability Insurance, including general marine liability, products and completed operations liability; personal and advertising liability, and P&I liability coverage at a minimum of \$1,000,000 per occurrence and ~~\$2,000,000-00~~ \$1,000,000 aggregate.

Each such policy shall list Waterfront Docks as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to Waterfront Docks. School shall deliver to Waterfront Docks certificates of insurance for all insurance policies required hereunder. School shall, within a reasonable time prior to

the expiration of any such policy, furnish Waterfront Docks with certificates of insurance evidencing renewal thereof. Waterfront Docks may, in its sole discretion, require School to expand the form and/or increase the amounts of all such insurance.

12. **WAIVER OF SUBROGATION.** School releases and relieves Waterfront Docks and waives School's entire rights of recovery against Waterfront Docks for loss or damage arising out of or incident to any of the perils insured against under this Agreement as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy School might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. School 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 applicable law.

13. **UTILITIES.** Water, sewer, and electric utilities are not available at Fixed Dock.

14. **CHANGES TO COMMON AREA/DOCK ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to School, to relocate and/or change any access ways, parking and similar areas, as may be necessary in Waterfront Docks' sole discretion for the efficient operation of the waterfront docks or for any other purpose. Waterfront Docks may permanently reassign the School to another dock only upon written request to and written acceptance from School. In which case, said written request and acceptance shall serve as an amendment hereto, but only as to the dock to be licensed and shall not affect any other provision hereof unless such further revision is reduced to writing and signed by the parties hereto. Waterfront Docks reserves the right, without recourse to School, to temporarily relocate the School to another location on the waterfront, including another dock, in Waterfront Docks' sole discretion. School shall temporarily relocate their Floating Dock(s) and Vessels as and when directed by Waterfront Docks if practical and reasonable. If School's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Floating Dock(s) and Vessels. The term "Fixed Dock" as used herein shall also apply to the location or dock to which the Floating Dock(s) and Vessels are permanently reassigned or temporarily relocated as provided for hereinabove.

15. **SECURING THE FLOATING DOCK(S), GANGWAY AND VESSELS.** The Floating Dock(s) and gangway shall be secured to the Fixed Dock in a manner acceptable to Waterfront Docks. School Vessels will be secured when stowed or docked. If Waterfront Docks secures the Floating Dock(s), gangway or Vessels, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.

16. **COMMON AREAS.** This Agreement grants the Boat Owner only a license to use the Fixed Dock and non-exclusive access to piers, docks, sidewalks, parking lots and other nearby common areas that are reasonably necessary to use the Fixed Dock.

17. **RULES AND REGULATIONS.** School shall comply with all rules and regulations of Waterfront Docks, including but not limited to the Rules, as the same may be amended from time to time, during the existence of this Agreement. Any crew or guest of the School are the responsibility of the School and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. School acknowledges having received and read the Rules currently in effect. Waterfront Docks reserves the right to reasonably amend the Rules in its sole and absolute discretion from time to time, and School further agrees to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If School or those under the responsibility of School fail to comply with the Rules or otherwise cause disorder, depredations or indecorous conduct that might injure a person, cause damage to property, or harm Waterfront Docks' reputation, the same shall be cause for immediate removal of the Floating Dock and Vessels, without prejudicing Waterfront Docks' right to damages and any financial obligation of School to Waterfront Docks.

- a. Notwithstanding anything herein or anything contained in the Rules to the contrary, Floating Dock(s), gangway and Vessels must be removed when the Pamlico area is placed under a NOAA weather warning in accordance with Rule 21 of the Rules.
- b. Notwithstanding anything herein or anything contained in the Rules to the contrary, with the exception of School Vessels, there shall be no storage of any items of any kind upon the Fixed Dock or Floating Dock(s) without advance permission from Waterfront Docks.

18. **DEFAULT.** School shall be in default under this Agreement if any of the following occur.

- a. School becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for School or the business of School. In no event shall this Agreement or any rights or privileges hereunder be an asset of School under any bankruptcy, insolvency, or reorganization proceedings.

- b. School violates any rule or regulation of Waterfront Docks.
- c. School violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

19. **NO WAIVER.** Waterfront Docks shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by Waterfront Docks. No failure or delay in the exercise of any right or remedy shall be construed as a waiver of such right or remedy, and no partial exercise of any right or remedy shall preclude the further exercise of such right or remedy.

20. **REMEDIES.** SHOULD SCHOOL FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, WATERFRONT DOCKS MAY INSTITUTE ANY ACTION, SUIT OR PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO COLLECT ANY AMOUNTS DUE HEREUNDER, AND WATERFRONT DOCKS SHALL BE ENTITLED TO REIMBURSEMENT FROM SCHOOL FOR ALL COSTS AND EXPENSES REASONABLY INCURRED IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING BUT NOT LIMITED TO, COLLECTION OF ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES.

21. **INDEMNIFICATION.** School does for itself, its agents, successors, assigns, customers, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City of Washington, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, 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, attorneys' 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 this Agreement, including but not limited to School's operation of the Program, School's sailing instruction operation and/or School's use of the Fixed Dock and waterfront docks. It is the intent and understanding of the parties that this indemnification shall include but not be limited to:

1) any injury, including death, to any person, 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence, and 3) any claim of School's participants, customers, invitees, guests, and/or boarders of the Vessels caused by, related to, or arising from School's use of the Fixed Dock, School's Program or the contemplated sailing instruction operations or this Agreement.

22. **ADHERENCE TO REGULATIONS.** School agrees to comply with all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or anytime hereafter may be applicable to the Fixed Dock, the waterfront docks, public waters, the School, any improvements made by School pursuant to advance written consent of Waterfront Docks, and School's operation of the Program, including but not limited to the sailing instruction operations contemplated hereby and the related enterprise. School shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from School's failure to comply with the aforementioned rules and regulations, including attorney's fees.

23. **REPORTING REQUIREMENTS.** School shall keep or cause to be kept complete records of the business it conducts or transacts arising from this Agreement as well as any additional records reasonably requested and, upon request, provide any such records or reports that may be required by the City Council or City Manager.

24. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, School is an independent contractor and is not an agent or employee of Waterfront Docks. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Waterfront Docks and School.

25. **ILLEGAL PROVISIONS, GOVERNING LAW.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement this the day and year first above written.

LITTLE WASHINGTON SAILING SCHOOL, INC.

CITY OF WASHINGTON

By: _____ (SEAL)

By _____ (SEAL)

Name: _____

Name: _____

Title: _____

Title: _____

**NORTH CAROLINA
BEAUFORT COUNTY**

WATERFRONT DOCKING AGREEMENT

THIS AGREEMENT, is made and entered into as of the ~~15th day of August, 2014,~~ 1st day of January, 2016, by and between the City of Washington, North Carolina (hereinafter may be referred to as "Waterfront Docks") and East Carolina University (hereinafter may be referred to as "Boat Owner"). For and in consideration of \$1.00, the mutual covenants contained herein as well as valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Waterfront Docks and Boat Owner agree as follows.

1. **GRANT OF LICENSE.** Waterfront Docks hereby grants to Boat Owner and Boat Owner hereby accepts from Waterfront Docks a license to use a certain portion of Waterfront Docks' piers known to Waterfront Docks as East Estuarium Dock (hereinafter referred to as "Slip") subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to Boat Owner and shall not inure to the successors or assigns of Boat Owner. Boat Owner agrees that it does not possess and shall not claim at any time an interest or estate of any kind or extent whatsoever by virtue of this license or Boat Owner's exercise or use hereunder of the same and Waterfront Docks conveys no interest in property, including but not limited to slip, dock, or pier, to Boat Owner by this Agreement.

2. **BOAT AND OWNER IDENTIFICATION.** The boat (hereinafter referred to as "Boat") to be berthed in the Slip is described as follows.

Name of Boat: R/V Stanley R. Riggs		Make: Munson	Model: Research Vessel		
Year: 2010	Registration/Documentation #: #1229695		Length: 34'10"	Beam: 13'	Draft: 3'
Owner's Address: East Carolina University, Diving and Water Safety, Building 43, Room 131, Greenville, NC 27858			Social Security No.: N/A		
Work Phone: 252-328-4044 <u>Eric Diardrio, 252-531-2936</u>		Emergency Phone: 252-916-9899, 916-5709, 916-5578, 328-6787 <u>252-916-9340, 252-327-4439, 252-328-6787</u>			
Insurer: State of North Carolina		Policy #: N/A – Self Insured		Email:	

The information provided above is true and accurate. Boat Owner agrees that, if any of the above information subsequently changes, Boat Owner will provide updated information to Waterfront Docks within fourteen (14) days of such change.

3. **RENTAL/TERMINATION/LATE CHARGES.** In recognition of the obvious and immeasurable benefits to the City of Washington, its citizens, and the public at large that will result from the location of a water-related research vessel on the City of Washington waterfront by an institution of higher learning, rental in the amount of ~~\$260.00~~ \$238.00 per month shall be waived and East Carolina University shall be entitled to utilize the license granted herein beginning the ~~15th day of August, 2014 and ending on the 14th day of August, 2015 for a one (1) year term,~~ beginning on the 1st day of January, 2016 and ending on the 31st day of December, 2016. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days notice to the other party. Upon expiration or earlier termination of this Agreement, Boat Owner shall remove the Boat from the Slip within ten (10) days. Should boat Owner fail to remove the Boat within the time allowed, Waterfront Docks shall have the right to relocate the Boat from the Slip, including but not limited to placing it at anchorage or storing it on land and receive reimbursement and indemnification from Boat Owner for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (herein referred to as "Rules") _____.

a. **EXTENSION.** Should Boat Owner desire to extend this Agreement for an additional one (1) year period; then, in that event, Boat Owner shall notify Waterfront Docks ninety (90) days prior to the end of the initial period. The parties hereby agree that, upon such notice, the parties will enter into good faith negotiations to extend this Agreement. However, Waterfront Docks is under no obligation whatsoever to extend this Agreement for an additional one (1) year period.

4. **CONDITION OF SLIP.** Boat Owner hereby accepts the condition of the Slip and common areas of Waterfront Docks "AS IS" and Boat Owner acknowledges that Waterfront Docks makes no express or implied warranty as to the condition of the Slip, the water, the depth of the water, the common areas or any utilities, gangways, fences, doors, Jocks, or any other aspect of the waterfront docks. Boat Owner covenants to satisfy himself that the Slip and berthing space are adequate for the safe berthing of his Boat. Boat Owner shall exercise due caution in occupation of the Slip, shall take good care of the Slip and, at the expiration or earlier termination of this Agreement, shall surrender and deliver the Slip to Waterfront Docks in as good condition as when received by Boat Owner from Waterfront Docks, reasonable wear and tear excepted. Waterfront Docks may elect to retain or dispose of, in any manner, Boat Owner's personal property that is not removed from the Slip or waterfront docks by Boat Owner at the expiration or earlier termination of this Agreement. Boat Owner waives all claims against Waterfront Docks for any damage to Boat Owner resulting from Waterfront Docks' removal of Boat Owner's personal property at the expiration or earlier termination of this Agreement. Boat Owner shall be liable to Waterfront Docks for Waterfront Docks' costs for storage, removal, or disposal of Boat Owner's personal property at prevailing rates.

a. Waterfront Docks, in its discretion, may retain, or require Boat Owner to remove, any alteration, addition, or improvement made by Boat Owner to the Slip or to any common area pursuant to advance written approval of Waterfront Docks. Any such alteration, addition, or improvement retained by Waterfront Docks constitutes further consideration for this Agreement.

b. Boat Owner shall keep the waterfront area around the Slip clean as well as litter free and in a presentable, acceptable and satisfactory condition to the City.

5. **BAILMENT.** It is understood and agreed that this Agreement does not constitute a bailment. Except as otherwise provided herein, Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.

6. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to contact Boat Owner and notify Boat Owner of dangerous conditions requiring Boat Owner's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines or moving boats from berths to which they are or were assigned. Boat Owner further agrees to provide Waterfront Docks a key or combination to his Boat lock, location of motor key and written starting instructions. It is expressly agreed that Waterfront Docks shall not be liable to Boat Owner if for any reason Waterfront Docks fails to move the Boat at any time for any reason.

7. **RATIFICATION OF ACTIONS.** Notwithstanding anything herein to the contrary and although Waterfront Docks has absolutely no obligation to do so, should Waterfront Docks enter upon the Boat or take any action to protect the Boat, which action is hereby approved and authorized by Boat Owner, including but not limited to relocating the Boat, installing mooring lines, or pumping the Boat, or similar services, Boat Owner agrees to reimburse and indemnify Waterfront Docks as more specifically provided for in the Rules and Regulations for Washington Waterfront Docking (hereinafter referred to as "Rules") and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage to the Boat as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

8. **USE OF SLIP.** Boat Owner shall not be entitled to berth any other boat at the Slip other than as identified above without the express written consent of Waterfront Docks. Boat Owner shall not use the Slip as rental property, a dwelling, or for any purpose other than the purposes stated herein without prior written consent of Waterfront Docks. Boat Owner shall have no interest in the Slip other than the right to use said space in accordance with the terms and conditions of this Agreement and any rules and regulations as Waterfront Docks may make respecting the use thereof.

a. Notwithstanding the foregoing or anything contained in the attached Rules to the contrary, Waterfront Docks hereby authorizes Boat Owner to utilize said Slip to berth and operate the Boat as a water-related research vessel and perform such activities as are customary therewith. Waterfront Docks hereby authorizes Boat Owner to utilize the adjacent common areas or other waterfront docking facilities, in conjunction with said research vessel boat operation, for loading and unloading, but only after specific permission for all such utilization from Waterfront Docks. Boat Owner shall coordinate all boat operations with Waterfront Docks. Boat Owner is prohibited from engaging in, allowing, or authorizing any type of motor vehicle access beyond Water Street except as may be necessary for loading, unloading, fueling, repair and maintenance purposes and only after receiving prior permission from Waterfront Docks. In no event shall Boat Owner allow or authorize more than two (2) motor vehicles access beyond Water Street at the same time. In no event shall Boat Owner allow or authorize a motor vehicle to be left unattended beyond Water Street. Boat Owner shall

perform all such operations and activities associated with its research operations in such a manner that such operations and activities do not interfere with, hinder, or in any way impair the public's use of the waterfront docks or the use of other slips by other boat owners. Boat Owner agrees to cooperate in all respects with all of the parties, including the public, who presently utilize or may in the future be utilizing the waterfront docks and agrees to coordinate its activities insofar as possible to achieve an orderly, safe, and harmonious joint usage thereof by all parties.

9. **HAZARDOUS MATERIALS.** Boat Owner covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Boat Owner agrees and does hereby fully indemnify and shall hold Waterfront Docks absolutely harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Waterfront Docks may incur or suffer by reason of any claim or liability arising from Boat Owner's noncompliance with applicable environmental laws and the terms of this paragraph. Boat Owner specifically covenants and agrees that no hazardous substances, hazardous wastes or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on or about the Slip or Waterfront Docks' facilities, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

a. **REFUELING.** The Boat may not be refueled and Boat Owner may not refuel any other boat at the waterfront docks without prior consent of Waterfront Docks and approval of the Fire Marshal. Prior to any such refueling, Boat Owner must submit to and receive approval from the City of Washington of a Spill Prevention and Containment Plan.

10. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to Boat Owner only. Boat Owner may not assign this Agreement or sublicense the Slip. In the event Boat Owner sells or transfers the Boat, Waterfront Docks shall have the right to cancel this Agreement or may transfer the Slip to the new owner, at Waterfront Docks' sole election and discretion. In the event Waterfront Docks chooses to transfer the Slip, the new owner shall be required to execute a new Waterfront Docking Agreement with Waterfront Docks as a prerequisite to such transfer.

11. **INSURANCE.** Boat Owner shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and effect the following insurance coverages.

a. ~~Statutory workers' compensation insurance or the maritime equivalent in amounts required by law and, unless exempted by applicable law, employer's liability insurance at a minimum of \$500,000.00 for bodily injury by accident each employee and \$500,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 by disease.~~

a b. ~~Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1 million per occurrence and \$1 million aggregate. general marine liability, products and completed operations liability; personal and advertising liability, and P&I liability coverage at a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.~~

c. ~~Protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$1 million.~~

d. ~~Collision and tower's liability insurance in a coverage amount of not less than \$1 million.~~

e. ~~Pollution insurance in a coverage amount of not less than \$1 million.~~

f. ~~At the option of Boat Owner, the above limits may be less than stipulated herein so long as Boat Owner obtains and maintains an excess policy providing the additional limits needed. This form of coverage must be approved by Waterfront Docks and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.~~

Each such policy shall list Waterfront Docks as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to Waterfront Docks. Boat Owner shall deliver to Waterfront Docks certificates of insurance for all insurance policies required hereunder. Boat Owner shall, within a reasonable time prior to the expiration of any such policy, furnish Waterfront Docks with

certificates of insurance evidencing renewal thereof. Waterfront Docks may, in its sole discretion, require Boat Owner to expand the form and/or increase the amounts of all such insurance.

12. **WAIVER OF SUBROGATION.** Boat Owner releases and relieves Waterfront Docks and waives Boat Owner's entire rights of recovery against Waterfront Docks for loss or damage arising out of or incident to any of the perils insured against under this Agreement as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy Boat Owner might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. Boat Owner 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 applicable law.

13. **UTILITIES.** The provision of utilities, including water, sewer, and electricity, and associated on-site services, shall be covered under a separate agreement between East Carolina University and the Partnership for the Sounds, Inc.

14. **CHANGES TO COMMON AREA/SLIP ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to Boat Owner, to relocate and/or change any access ways, parking and similar areas, as may be necessary in Waterfront Docks' sole discretion for the efficient operation of the waterfront docks or for any other purpose. Waterfront Docks may permanently reassign the Boat to another slip or location only upon thirty (30) days written notice. In which case, said written notice shall serve as an amendment hereto, but only as to the slip or location to be licensed and shall not affect any other provision hereof unless such further revision is reduced to writing and signed by the parties hereto. Waterfront Docks reserves the right, without recourse to Boat Owner, to temporarily relocate the Boat to another location on the waterfront, including another slip, in Waterfront Docks' sole discretion. Boat Owner shall relocate the Boat as and when directed by Waterfront Docks if practical and reasonable. If Boat Owner's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Boat. The term "Slip" as used herein shall also apply to the slip or location to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.

15. **REFUSE.** Boat Owner shall be solely responsible for the proper and prompt disposal of any and all garbage or trash that may be produced by Boat, Boat Owner, and/or as a result of its utilization of the Slip as contemplated by paragraph number 8 hereof.

16. **SECURING THE BOAT.** The Boat shall be secured in its Slip in a manner acceptable to Waterfront Docks. If Waterfront Docks secures the Boat, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.

17. **COMMON AREAS.** This Agreement grants the Boat Owner only a license to use the Slip and non-exclusive access to piers, docks, sidewalks, parking lots and other nearby common areas that are reasonably necessary to use the Slip.

a. Boat Owner acknowledges that Waterfront Docks has granted Partnership for the Sounds, Inc. a non-exclusive easement (hereinafter referred to as "PFS Easement") over a portion of the parcel of land adjacent to said Slip (hereinafter referred to as "adjacent parcel"), which adjacent parcel extends from the boardwalk to Stewart Parkway and Water Street. The PFS Easement is more particularly described in that Deed of Easement recorded in Deed Book 1743, Page 322, of the Beaufort County Registry. Boat Owner shall take no action that would affect or disturb, in any way, the improvements on the PFS Easement or adjacent parcel. Boat Owner must obtain written permission from PFS and then, in turn, Waterfront Docks before making any use of or taking any action that would affect or disturb, in any way, the PFS Easement including any improvements thereon. Boat Owner must obtain written permission from Waterfront Docks before making any use of or taking any action that would affect or disturb, in any way, the remainder of said adjacent parcel.

18. **RULES AND REGULATIONS.** Boat Owner shall comply with all rules and regulations of Waterfront Docks, including but not limited to the Rules, as the same may be amended from time to time, during the existence of this Agreement. Any crew or guest of the Boat Owner are the responsibility of the Boat Owner and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. Boat Owner acknowledges having received and read the Rules currently in effect. Waterfront Docks reserves the right to reasonably amend the Rules in its sole and absolute discretion from time to time, and Boat Owner further agrees

to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If the Boat Owner or those under the responsibility of Boat Owner fail to comply with the Rules or otherwise cause disorder, deprecations or indecorous conduct that might injure a person, cause damage to property, or harm Waterfront Docks' reputation, the same shall be cause for immediate removal of the Boat, without prejudicing Waterfront Docks' right to damages and any financial obligation of Boat Owner to Waterfront Docks.

19. **DEFAULT.** Boat Owner shall be in default under this Agreement if any of the following occur.

- a. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings.
- b. Boat Owner violates any rule or regulation of Waterfront Docks.
- c. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

20. **NO WAIVER.** Waterfront Docks shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by Waterfront Docks. No failure or delay in the exercise of any right or remedy shall be construed as a waiver of such right or remedy, and no partial exercise of any right or remedy shall preclude the further exercise of such right or remedy.

21. **REMEDIES.** SHOULD BOAT OWNER FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, WATERFRONT DOCKS MAY INSTITUTE ANY ACTION, SUIT OR PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO COLLECT ANY AMOUNTS DUE HEREUNDER, AND WATERFRONT DOCKS SHALL BE ENTITLED TO REIMBURSEMENT FROM BOAT OWNER FOR ALL COSTS AND EXPENSES REASONABLY INCURRED IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING BUT NOT LIMITED TO COLLECTION OF ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES.

22. **INDEMNIFICATION.** Boat Owner does for itself, its officials, agents, successors, representatives, assigns, customers, students, clients, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City of Washington, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, attorneys, insureds, successots, 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, attorneys' 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 this Agreement, including but not limited to Boat Owner's operation of the Boat, Boat Owner's operations as well as activities and/or Boat Owner's use of the Slip and waterfront docks. It is the intent and understanding of the parties that this indemnification shall include but not be limited to: 1) any injury, including death, to any person; 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence; and 3) any claim of Boat Owner's customers, students, clients, invitees, guests, and/or boarders of the Boat caused by, related to, or arising from Boat Owner's use of the Slip, Boat Owner's contemplated operations as well as activities or this Agreement.

23. **ADHERENCE TO REGULATIONS.** Boat Owner agrees to comply with all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, pennits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or anytime hereafter may be applicable to the Slip, the waterfront docks, public waters, the Boat, any improvements made by Boat Owner pursuant to advance written consent of Waterfront Docks, and Boat Owner's operation of the Boat, including but not limited to the operations as well as activities contemplated hereby. Boat Owner shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from Boat Owner's failure to comply with the aforementioned Rules, including attorney's fees.

24. **PERSONAL PROPERTY TAXES.** Boat Owner shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon its Boat, trade fixtures, equipment, furnishings, and its other personal property located at the Slip.

25. **REPORTING REQUIREMENTS.** Boat Owner shall keep or cause to be kept complete records of its operations and activities that arise from this Agreement as well as any additional records reasonably requested and, upon request, provide any such records or reports that may be required by the City Council or City Manager.

26. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, Boat Owner is an independent contractor and is not an agent or employee of Waterfront Docks. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Waterfront Docks and Boat Owner.

27. **ILLEGAL PROVISIONS, GOVERNING LAW.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this the day and year first above written.

BOAT OWNER

CITY OF WASHINGTON

By: _____ (seal)

Mark Keusenkothen
East Carolina University
Director of Diving and Water Safety

By: _____ (seal)

Name: _____

Title: _____

By: _____ (seal)

Stacy Schley	Sherry Franks
East Carolina University	East Carolina University
Purchasing Specialist	Administrative Support Specialist

**NORTH CAROLINA
BEAUFORT COUNTY**

WATERFRONT DOCKING AGREEMENT

THIS AGREEMENT, is made and entered into as of the ~~20th day of December, 2013~~ 1st day of January, 2016 by and between the City of Washington, North Carolina (hereinafter may be referred to as "Waterfront Docks") and the Partnership for the Sounds, Inc. d/b/a the North Carolina Estuarium (hereinafter may be referred to as "Boat Owner"). For and in consideration of \$1.00, the mutual covenants contained herein as well as valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Waterfront Docks and Boat Owner agree as follows.

1. **GRANT OF LICENSE.** Waterfront Docks hereby grants to Boat Owner and Boat Owner hereby accepts from Waterfront Docks a license to use a certain portion of Waterfront Docks' piers known to Waterfront Docks as West Estuarium Dock (hereinafter referred to as "Slip") subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to Boat Owner and shall not inure to the successors or assigns of Boat Owner. Boat Owner agrees that it does not possess and shall not claim at any time an interest or estate of any kind or extent whatsoever by virtue of this license or Boat Owner's exercise or use hereunder of the same and Waterfront Docks conveys no interest in property, including but not limited to Slip, dock, or pier, to Boat Owner by this Agreement.
2. **BOAT AND OWNER IDENTIFICATION.** The boat (hereinafter referred to as "River Rover or Boat") to be berthed in the Slip is described as follows.

Name of Boat: River Rover		Make: Godfrey		Model: 2586RE SW		
Year: 2006	Registration/Documentation #: NC-7322 DD Hull ID – GDY5177WD606			Length: 25'	Beam: 8'	Draft: 1'
Owner's Address: 223 E. Water Street, Washington, NC				Social Security No.: N/A		
Work Phone: 252-948- 0000	Home Phone: 252-947- 2526	Emergency Phone: 252-946- 8610		Email: tmstroud@embarqmail.com		
Insurer: NC Association of County Commissions Liability and Property Pool			Policy #: LP-PA-467-10	Insurer's Phone: 919-719- 1170		

The information provided above is true and accurate. Boat Owner agrees that, if any of the above information subsequently changes, Boat Owner will provide updated information to Waterfront Docks within fourteen (14) days of such change.

3. **RENTAL/TERMINATION/LATE CHARGES.** In recognition of the obvious and immeasurable benefits to the City of Washington, its citizens, and the public at large that will result from the location and operation of the River Rover on the City of Washington waterfront, including but not limited to the opportunity to give tours of the Pamlico and Tar Rivers to patrons of the North Carolina Estuarium, rental in the amount of ~~\$260.00~~ \$182.00 per month shall be waived and Boat Owner shall be entitled to utilize the license granted ~~herein beginning the 20th day of December, 2013 and ending on the 19th day of December, 2014~~ for a one (1) year term, beginning on the 1st day of January, 2016 and ending on the 31st day of December, 2016. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days notice to the other party. Upon expiration or earlier termination of this Agreement, Boat Owner shall remove the Boat from the Slip within ten (10) days. Should Boat Owner fail to remove the Boat within the time allowed, Waterfront Docks shall have the right to relocate the Boat from the Slip, including but not limited to placing it at anchorage or storing it on land, and receive reimbursement and indemnification from Boat Owner for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (herein referred to as "Rules") _____.
- a. **EXTENSION.** Should Boat Owner desire to extend this Agreement beyond the initial one (1) year period; then, in that event, Boat Owner shall notify Waterfront Docks ninety (90) days prior to the end of the initial period. The parties hereby agree that, upon such notice, the parties will enter into good faith negotiations to extend this Agreement. However, Waterfront Docks is under no obligation whatsoever to extend this Agreement beyond the initial one (1) year for an additional one (1) year period.
4. **CONDITION OF SLIP.** Boat Owner hereby accepts the condition of the Slip and common areas of Waterfront

Docks "AS IS" and Boat Owner acknowledges that Waterfront Docks makes no express or implied warranty as to the condition of the Slip, the water, the depth of the water, the common areas or any utilities, gangways, fences, doors, locks, or any other aspect of the waterfront docks. Boat Owner covenants to satisfy himself that the Slip and berthing space are adequate for the safe berthing of his Boat. Boat Owner shall exercise due caution in occupation of the Slip, shall take good care of the Slip and, at the expiration or earlier termination of this Agreement, shall surrender and deliver the Slip to Washington Docks in as good condition as when received by Boat Owner from Washington Docks, reasonable wear and tear excepted. Waterfront Docks may elect to retain or dispose of, in any manner, Boat Owner's personal property that is not removed from the Slip or waterfront docks by Boat Owner at the expiration or earlier termination of this Agreement. Boat Owner waives all claims against Waterfront Docks for any damage to Boat Owner resulting from Waterfront Docks' removal of Boat Owner's personal property at the expiration or earlier termination of this Agreement. Boat Owner shall be liable to Waterfront Docks for Waterfront Docks' costs for storage, removal, or disposal of Boat Owner's personal property at prevailing rates.

a. Waterfront Docks, in its discretion, may retain, or require Boat Owner to remove, any alteration, addition, or improvement made by Boat Owner to the Slip or to any common area pursuant to advance written approval of Waterfront Docks. Any such alteration, addition, or improvement retained by Waterfront Docks constitutes further consideration for this Agreement.

b. Boat Owner shall keep the waterfront area around the Slip clean as well as litter free and in a presentable, acceptable and satisfactory condition to the City.

5. **BAILMENT.** It is understood and agreed that this Agreement does not constitute a bailment. Except as otherwise provided herein, Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.

6. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to contact Boat Owner and notify Boat Owner of dangerous conditions requiring Boat Owner's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines or moving boats from berths to which they are or were assigned. Boat Owner further agrees to provide Waterfront Docks a key or combination to his Boat lock, location of motor key and written starting instructions. It is expressly agreed that Waterfront Docks shall not be liable to Boat Owner if for any reason Waterfront Docks fails to move the Boat at any time for any reason.

7. **RATIFICATION OF ACTIONS.** Notwithstanding anything herein to the contrary and although Waterfront Docks has absolutely no obligation to do so, should Waterfront Docks enter upon the Boat or take any action to protect the Boat, which action is hereby approved and authorized by Boat Owner, including but not limited to relocating the Boat, installing mooring lines, or pumping the Boat, or similar services, Boat Owner agrees to reimburse and indemnify Waterfront Docks as more specifically provided for in the Rules and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage to the Boat as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

8. **USE OF SLIP.** Boat Owner shall not be entitled to berth any other boat at the Slip other than as identified above without the express written consent of Waterfront Docks. Boat Owner shall not use the Slip as rental property, a dwelling, or for any purpose other than the purposes stated herein without prior written consent of Waterfront Docks. Boat Owner shall have no interest in the Slip other than the right to use said space in accordance with the terms and conditions of this Agreement and any rules and regulations as Waterfront Docks may make respecting the use thereof.

a. Notwithstanding anything contained herein or in the attached Rules to the contrary, Waterfront Docks hereby authorizes Boat Owner to utilize said Slip to berth and operate the River Rover on the City of Washington waterfront to give tours of the Pamlico and Tar Rivers to patrons of the North Carolina Estuarium. Boat Owner shall perform all such operations and activities associated with its River Rover operations in such a manner that such operations and activities do not interfere with, hinder, or in any way impair the public's use of the waterfront docks or the use of other slips by other boat owners. Boat Owner agrees to cooperate in all respects with all of the parties, including the public, who presently utilize or may in the future be utilizing the waterfront docks and agrees to coordinate its activities insofar as possible to achieve an orderly, safe, and harmonious joint usage thereof by all parties.

9. **HAZARDOUS MATERIALS.** Boat Owner covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Boat Owner agrees and does hereby fully indemnify and shall hold Waterfront Docks absolutely harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Waterfront Docks may incur or suffer by reason of any claim or liability arising from Boat Owner's noncompliance with applicable environmental laws and the terms of this paragraph. Boat Owner specifically covenants and agrees that no hazardous substances, hazardous wastes or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on or about the Slip or Waterfront Docks' facilities, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

a. **REFUELING.** The Boat may not be refueled and Boat Owner may not refuel any other boat at the waterfront docks without prior consent of Waterfront Docks and approval of the Fire Marshal. Prior to any such refueling, Boat Owner must submit to and receive approval from the City of Washington of a Spill Prevention and Containment Plan.

10. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to Boat Owner only. Boat Owner may not assign this Agreement or sublicense the Slip. In the event Boat Owner sells or transfers his Boat, Waterfront Docks shall have the right to cancel this Agreement or may transfer the Slip to the new owner, at Waterfront Docks' sole election and discretion. In the event Waterfront Docks chooses to transfer the Slip, the new owner shall be required to execute a new Waterfront Docking Agreement with Waterfront Docks as a prerequisite to such transfer.

11. **INSURANCE.** Boat Owner shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and effect the following insurance coverages.

a. ~~Statutory workers' compensation insurance or the maritime equivalent in amounts required by law and, unless exempted by applicable law, employer's liability insurance at a minimum of \$500,000.00 for bodily injury by accident each employee and \$500,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 by disease.~~

a b. ~~Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1 million per occurrence and \$1 million aggregate. *general marine liability, products and completed operations liability, personal and advertising liability, and P&I liability coverage at a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.*~~

c. ~~Protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$1 million.~~

d. ~~At the option of Boat Owner, the above limits may be less than stipulated herein so long as Boat Owner obtains and maintains an excess policy providing the additional limits needed. This form of coverage must be approved by Waterfront Docks and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.~~

Each such policy shall list Waterfront Docks as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to Waterfront Docks. Boat Owner shall deliver to Waterfront Docks certificates of insurance for all insurance policies required hereunder. Boat Owner shall, within a reasonable time prior to the expiration of any such policy, furnish Waterfront Docks with certificates of insurance evidencing renewal thereof. Waterfront Docks may, in its sole discretion, require Boat Owner to expand the form and/or increase the amounts of all such insurance.

12. **WAIVER OF SUBROGATION.** Boat Owner releases and relieves Waterfront Docks and waives Boat Owner's entire rights of recovery against Waterfront Docks for loss or damage arising out of or incident to any of the perils insured against under this Agreement as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy Boat Owner might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. Boat Owner 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 applicable law.

13. **UTILITIES.** The provision of utilities, including water, sewer, and electricity, and associated on-site services, shall be covered under Boat Owner's current arrangement with the City, as the same may be amended or revised by the City.
14. **CHANGES TO COMMON AREA/SLIP ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to Boat Owner, to relocate and/or change any access ways, parking and similar areas, as may be necessary in Waterfront Docks' sole discretion for the efficient operation of the waterfront docks or for any other purpose. Waterfront Docks may permanently reassign the Boat to another slip or location only upon thirty (30) days written notice. In which case, said written notice shall serve as an amendment hereto, but only as to the slip or location to be licensed and shall not affect any other provision hereof unless such further revision is reduced to writing and signed by the parties hereto. Waterfront Docks reserves the right, without recourse to Boat Owner, to temporarily relocate the Boat to another location on the waterfront, including another slip, in Waterfront Docks' sole discretion. Boat Owner shall relocate the Boat as and when directed by Waterfront Docks if practical and reasonable. If Boat Owner's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Boat. The term "Slip" as used herein shall also apply to the slip or location to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.
15. **REFUSE.** Boat Owner shall be solely responsible for the proper and prompt disposal of any and all garbage or trash that may be produced by Boat, Boat Owner, and/or as a result of its utilization of the Slip as contemplated by paragraph number 8 hereof.
16. **SECURING THE BOAT.** The Boat shall be secured in its Slip in a manner acceptable to Waterfront Docks. If Waterfront Docks secures the Boat, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.
17. **COMMON AREAS.** This Agreement grants the Boat Owner only a license to use the Slip and non-exclusive access to piers, docks, sidewalks, parking lots and other nearby common areas that are reasonably necessary to use the Slip.
18. **RULES AND REGULATIONS.** Boat Owner shall comply with all rules and regulations of Waterfront Docks, including but not limited to the Rules, as the same may be amended from time to time, during the existence of this Agreement. Any crew or guest of the Boat Owner are the responsibility of the Boat Owner and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. Boat Owner acknowledges having received and read the Rules currently in effect. Waterfront Docks reserves the right to reasonably amend the Rules in its sole and absolute discretion from time to time, and Boat Owner further agrees to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If the Boat Owner or those under the responsibility of Boat Owner fail to comply with the Rules or otherwise cause disorder, deprecations or indecorous conduct that might injure a person, cause damage to property, or harm Waterfront Docks' reputation, the same shall be cause for immediate removal of the Boat, without prejudicing Waterfront Docks' right to damages and any financial obligation of Boat Owner to Waterfront Docks.
19. **DEFAULT.** Boat Owner shall be in default under this Agreement if any of the following occur.
- a. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings.
 - b. Boat Owner violates any rule or regulation of Waterfront Docks.
 - c. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.
20. **NO WAIVER.** Waterfront Docks shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by Waterfront Docks. No failure or delay in the exercise of any right or remedy shall be construed as a waiver of such right or remedy, and no partial exercise of any right or remedy shall preclude the further exercise of such right or remedy.
21. **REMEDIES.** SHOULD BOAT OWNER FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, WATERFRONT DOCKS MAY INSTITUTE ANY ACTION, SUIT OR PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO COLLECT ANY AMOUNTS DUE HEREUNDER, AND WATERFRONT DOCKS

SHALL BE ENTITLED TO REIMBURSEMENT FROM BOAT OWNER FOR ALL COSTS AND EXPENSES REASONABLY INCURRED IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING BUT NOT LIMITED TO, COLLECTION OF ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES.

22. **INDEMNIFICATION.** Boat Owner does for itself, its officials, agents, successors, representatives, assigns, customers, students, clients, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City of Washington, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, 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, attorneys' 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 this Agreement, including but not limited to Boat Owner's operation of the Boat, Boat Owner's operations as well as activities and/or Boat Owner's use of the Slip and waterfront docks. It is the intent and understanding of the parties that this indemnification shall include but not be limited to 1) any injury, including death, to any person; 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence; and 3) any claim of Boat Owner's customers, students, clients, invitees, guests, and/or boarders of the Boat caused by, related to, or arising from Boat Owner's use of the Slip, Boat Owner's contemplated operations as well as activities or this Agreement.

23. **ADHERENCE TO REGULATIONS.** Boat Owner agrees to comply with all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or anytime hereafter may be applicable to the Slip, the waterfront docks, public waters, the Boat, any improvements made by Boat Owner pursuant to advance written consent of Waterfront Docks, and Boat Owner's operation of the Boat, including but not limited to the operations as well as activities contemplated hereby. Boat Owner shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from Boat Owner's failure to comply with the aforementioned rules and regulations, including attorney's fees.

24. **PERSONAL PROPERTY TAXES.** Boat Owner shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon its Boat, trade fixtures, equipment, furnishings, and its other personal property located at the Slip.

25. **REPORTING REQUIREMENTS.** Boat Owner shall keep or cause to be kept complete records of its operations and activities that arise from this Agreement as well as any additional records reasonably requested and, upon request, provide any such records or reports that may be required by the City Council or City Manager.

26. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, Boat Owner is an independent contractor and is not an agent or employee of Waterfront Docks. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Waterfront Docks and Boat Owner.

27. **ILLEGAL PROVISIONS, GOVERNING LAW.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this the day and year first above written.

BOAT OWNER

CITY OF WASHINGTON

By: _____ (SEAL)

By: _____ (SEAL)

Thomas M. Stroud, III, Deputy Director
Partnership for the Sounds, Inc.

Name: _____

Title: _____

**NORTH CAROLINA
BEAUFORT COUNTY**

WATERFRONT DOCKING AGREEMENT

THIS AGREEMENT, is made and entered as of the 1st day of January, 2016, by and between the City of Washington, North Carolina (hereinafter referred to as "Waterfront Docks") and Inland Enterprises LLC DBA Seatow IBX (hereinafter referred to as "Boat Owner"). For and in consideration of \$1.00, the mutual covenants contained herein as well as valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Waterfront Docks and Boat Owner agree as follows.

1. **GRANT OF LICENSE.** Waterfront Docks hereby grants to Boat Owner and Boat Owner hereby accepts from Waterfront Docks a license to use a certain portion of Waterfront Docks' piers known to Waterfront Docks as Dock B and Slip No. 2 Dock F, Slip No. 1 (hereinafter referred to as "Slip") subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to Boat Owner and shall not inure to the successors or assigns of Boat Owner. Boat Owner agrees that it does not possess and shall not claim at any time an interest or estate of any kind or extent whatsoever by virtue of this license or Boat Owner's exercise or use hereunder of the same and Waterfront Docks conveys no interest in property, including but not limited to Slip, dock, or pier, to Boat Owner by this Agreement.

2. **BOAT AND OWNER IDENTIFICATION AND CONTACT INFORMATION.** The boat (hereinafter referred to as "Boat") to be berthed in the Slip is described as follows.

Name of Boat: <u>Seatow Pamlico IBX</u>		Make: Triumph		Model: Chaos	
Year: 2006	Registration/Documentation #: # NC 6084DF			Length: 21'5"	Beam: 8' Draft: 12"
Owner's Address: <u>4056 Hubs Rec Rd. Belhaven, NC 27810</u> <u>3383 Possum Hill Road, Bath, NC 27808</u>				Social Security No.: xxx-xx-2783	
Work Phone: 252-964-3171	Home Phone: 252-940-9965	Emergency Phone: 252-940-9965		Email: lwilliams@seatow.com	
Insurer: Copper Insurance Co.			Policy #: HGL 00164201	Insurer's Phone: 252-794-4036	

The information provided above is true and accurate. Boat Owner agrees that, if any of the above information subsequently changes, Boat Owner will provide updated information to Waterfront Docks within fourteen (14) days of such change.

3. **RENTAL/TERMINATION/LATE CHARGES.** *The term of this Agreement shall be for one (1) year, beginning on the 1st day of January, 2016, and ending on the 31st day of December, 2016.* Boat Owner shall provide Waterfront Docks the services listed in paragraph 3b hereof in lieu of paying Waterfront Docks for the use of the Slip, as provided herein, \$275 \$182 per month, payable in advance, beginning the 1st day of April, 2014, January, 2016 and ending on the 31st day of March, 2015 December, 2016. This Agreement may be terminated by Waterfront Docks, with or without cause, upon thirty (30) days notice to Boat Owner. This Agreement may be terminated by Boat Owner, with or without cause, as long as: a) Boat Owner has complied with and is current on all obligations required of Boat Owner in this Agreement and b) Boat Owner provides thirty (30) days written notice to Waterfront Docks. ~~Payments made by Boat Owner must be received by Waterfront Docks as stated herein at the following address: P.O. Box 1988, Washington, N.C. 27889 or such other place as Waterfront Docks may designate. Should Boat Owner leave or abandon the Slip during the term of this Agreement, Boat Owner shall forfeit any monies paid and not be entitled to any refund from Waterfront Docks. If any rent is not paid within fifteen (15) days of when due, Waterfront Docks shall a) be entitled to assess a late fee of 1.5% of the amount then due and, in addition to the late fee, the amount then due shall bear interest at the rate of 18% per annum or the maximum legal rate, whichever is less, from the date due until the same shall be paid and/or b) Should Seatow IBX fail to provide the services listed in 3b within the time allowed. Upon expiration or earlier termination of this Agreement, Boat Owner shall remove the boat from the slip within ten (10) days. Should Boat Owner fail to remove the Boat within time allowed, Waterfront Docks shall have the right to relocate the Boat from the Slip, including but not limited to placing it at anchorage, and receive reimbursement and indemnification from Boat Owner for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (hereinafter referred to as "Rules").~~

a. **EXTENSION.** Should Boat Owner desire to extend this Agreement beyond the initial one (1) period; then, in that event, Boat Owner shall notify Waterfront Docks ninety (90) days prior to the end of the initial term. The parties hereby agree that, upon such notice, the parties will enter into good faith negotiations to extend this Agreement.

However, Waterfront Docks is under no obligation whatsoever to extend this Agreement beyond the initial one (1) period.

- b. Boat Owner shall properly remove debris from the waterfront docks area within a reasonable period of time after receiving such a request from Waterfront Docks or after Boat Owner becomes aware of the necessity for such removal. Upon request of Waterfront Docks, Boat Owner may, in Boat Owner's discretion, provide reasonable assistance to Waterfront Docks concerning boats with which Waterfront Docks has an existing Waterfront Docking Agreement.

4. **CONDITION OF SLIP.** Boat Owner hereby accepts the condition of the Slip and common areas of Waterfront Docks "AS IS" and Boat Owner acknowledges that Waterfront Docks makes no express or implied warranty as to the condition of the Slip, the water, the depth of the water, the common areas or any utilities, gangways, fences, doors, locks, or any other aspect of the waterfront docks. Boat Owner covenants to satisfy himself that the Slip and berthing space are adequate for the safe berthing of his Boat. Boat Owner shall exercise due caution in occupation of the Slip, shall take good care of the Slip and, at the expiration or earlier termination of this Agreement, shall surrender and deliver the Slip to Waterfront Docks in as good condition as when received by Boat Owner from Waterfront Docks, reasonable wear and tear excepted. Waterfront Docks may elect to retain or dispose of, in any manner, Boat Owner's personal property that is not removed from the Slip or waterfront docks by Boat Owner at the expiration or earlier termination of this Agreement. Boat Owner waives all claims against Waterfront Docks for any damage to Boat Owner resulting from Waterfront Docks' removal of Boat Owner's personal property at the expiration or earlier termination of this Agreement. Boat Owner shall be liable to Waterfront Docks for Waterfront Docks' costs for storage, removal, or disposal of Boat Owner's personal property at prevailing rates.

- a. Waterfront Docks, in its discretion, may retain, or require Boat Owner to remove, any alteration, addition, or improvement made by Boat Owner to the Slip or to any common area pursuant to advance written approval of Waterfront Docks. Any such alteration, addition, or improvement retained by Waterfront Docks constitutes further consideration for this Agreement.
- b. Boat Owner shall keep the waterfront area around the Slip clean as well as litter free and in a presentable, acceptable and satisfactory condition to the City.

5. **BAILMENT.** It is understood and agreed that this Agreement does not constitute a bailment. Except as otherwise provided herein, Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.

6. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to contact Boat Owner and notify Boat Owner of dangerous conditions requiring Boat Owner's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines or moving boats from berths to which they are or were assigned. Boat Owner further agrees to provide Waterfront Docks a key or combination to his Boat lock, location of motor key and written starting instructions. It is expressly agreed that Waterfront Docks shall not be liable to Boat Owner if for any reason Waterfront Docks fails to move the Boat at any time for any reason.

- a. Notwithstanding any provision in the Rules to the contrary, Boat Owner shall not be required to move his Boat after the Pamlico Sound area is given a NOAA Weather Warning Condition.

7. **RATIFICATION OF ACTIONS.** Notwithstanding anything herein to the contrary and although Waterfront Docks has absolutely no obligation to do so, should Waterfront Docks enter upon the Boat or take any action to protect the Boat, which action is hereby approved and authorized by Boat Owner, including but not limited to relocating the Boat, installing mooring lines, or pumping the Boat, or similar services, Boat Owner agrees to reimburse and indemnify Waterfront Docks as more specifically provided for in the attached Rules and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage to the Boat as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

8. **USE OF SLIP.** Boat Owner shall not be entitled to berth any other boat at the Slip other than as identified above without the express written consent of Waterfront Docks. Boat Owner shall not use the Slip as rental property, a dwelling, or for any purpose other than the sole purpose stated herein without prior written consent of Waterfront Docks. Boat Owner shall have no interest in the Slip other than the right to use said space in accordance with the terms and conditions of this Agreement and any rules and regulations as Waterfront Docks may make respecting the use thereof.

- a. Notwithstanding the foregoing or anything contained in the attached Rules to the contrary, Waterfront Docks

September 12, 2016

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hereby authorizes Boat Owner to utilize said Slip to berth and operate one Seatow boat and provide Seatow's customary marine services to the public. Boat Owner shall perform all activities associated with its services in such a manner that such activities do not interfere with, hinder, or in any way impair the public's use of the waterfront docks or the use of other slips by other boat owners. Boat Owner agrees to cooperate in all respects with all of the parties, including the public, who presently utilize or may in the future be utilizing the waterfront docks and agrees to coordinate its activities insofar as possible to achieve an orderly, safe, and harmonious joint usage thereof by all parties.

9. **HAZARDOUS MATERIALS.** Boat Owner covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Boat Owner agrees and does hereby fully indemnify and shall hold Waterfront Docks absolutely harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Waterfront Docks may incur or suffer by reason of any claim or liability arising from Boat Owner's noncompliance with applicable environmental laws and the terms of this paragraph. Boat Owner specifically covenants and agrees that no hazardous substances, hazardous wastes or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on or about the Slip or Waterfront Docks' facilities, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

a. **REFUELING.** The Boat may not be refueled at the waterfront docks without prior consent of Waterfront Docks and approval of the Fire Marshal. Prior to any such refueling, Boat Owner must submit to and receive approval from the City of Washington of a Spill Prevention and Containment Plan.

10. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to Boat Owner only. Boat Owner may not assign this Agreement or sublicense the Slip. In the event Boat Owner sells his Boat, Waterfront Docks shall have the right to cancel this Agreement or may transfer the Slip to the new owner, at Waterfront Docks' sole election and discretion. In the event Waterfront Docks chooses to transfer the Slip, the new owner shall be required to execute a new Waterfront Docking Agreement with Waterfront Docks as a prerequisite to such transfer.

11. **INSURANCE.** Boat Owner shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and effect the following insurance coverages.

a. ~~Statutory workers' compensation insurance or the maritime equivalent in amounts required by law and, unless exempted by applicable law, employer's liability insurance at a minimum of \$500,000.00 for bodily injury by accident each employee and \$500,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 by disease.~~

a. b. ~~Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1 million per occurrence and \$1 million aggregate, general marine liability, products and completed operations liability, personal and advertising liability, and P&I liability coverage at a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.~~

c. ~~Protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$1 million.~~

d. ~~Collision and tower's liability insurance in a coverage amount of not less than \$1 million.~~

e. ~~Pollution insurance in a coverage amount of not less than \$1 million.~~

f. ~~At the option of Boat Owner, the above limits may be less than stipulated herein so long as Boat Owner obtains and maintains an excess policy providing the additional limits needed. This form of coverage must be approved by Waterfront Docks and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.~~

~~Each such policy shall list Waterfront Docks as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to Waterfront Docks. School shall deliver to Waterfront Docks certificates of insurance for all insurance policies required hereunder. School shall, within a reasonable time prior to the expiration of any such policy, furnish Waterfront Docks with certificates of insurance evidencing renewal thereof. Waterfront Docks may, in its sole discretion, require School to expand the form and/or increase the amounts of all such insurance.~~

12. **WAIVER OF SUBROGATION.** Boat Owner releases and relieves Waterfront Docks and waives Boat Owner's entire rights of recovery against Waterfront Docks for loss or damage arising out of or incident to any of the perils insured against under this Agreement as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy Boat Owner might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. Boat Owner 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 applicable law.

13. **UTILITIES.** Waterfront Docks shall furnish electric power and freshwater to certain piers but shall not be under any obligation to furnish the same to the Boat. Waterfront Docks reserves the right to individually meter electricity consumed by the Boat Owner and to charge Boat Owner for such metered electricity. All amounts due for electricity, whether metered or not, shall be deemed additional rent due under this agreement.

14. **CHANGES TO COMMON AREA/SLIP ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to Boat Owner, to relocate and/or change any access ways, parking and similar areas, as may be necessary in Waterfront Docks' sole discretion for the efficient operation of the waterfront docks or for any other purpose. Waterfront Docks may permanently reassign the Boat to another slip or location only upon written request to and written acceptance from Boat Owner. In which case, said written request and acceptance shall serve as an amendment hereto, but only as to the slip to be licensed and shall not affect any other provision hereof unless such further revision is reduced to writing and signed by the parties hereto. Waterfront Docks reserves the right, without recourse to Boat Owner, to temporarily relocate the Boat to another location on the waterfront, including another slip, in Waterfront Docks' sole discretion. Boat Owner shall temporarily relocate their boat as and when directed by Waterfront Docks if practical and reasonable. If Boat Owner's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Boat. The term "Slip" as used herein shall also apply to the location or slip to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.

15. **REFUSE.** Boat Owner shall be solely responsible for the proper and prompt disposal of any and all garbage or trash that may be produced by Boat, Boat Owner, and/or as a result of its utilization of the Slip as contemplated by paragraph number 8 hereof.

16. **SECURING THE BOAT.** The Boat shall be secured in its Slip in a manner acceptable to Waterfront Docks. If Waterfront Docks secures the Boat, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.

17. **COMMON AREAS.** This Agreement grants the Boat Owner only a license to use the Slip and non-exclusive access to piers, docks, sidewalks, parking lots and other nearby common areas that are reasonably necessary to use the Slip.

18. **RULES AND REGULATIONS.** Boat Owner shall comply with all rules and regulations of Waterfront Docks, including but not limited to the Rules, as the same may be amended from time to time, during the existence of this Agreement. Any crew or guest of the Boat Owner are the responsibility of the Boat Owner and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. Boat Owner acknowledges having received and read the Rules currently in effect. Waterfront Docks reserves the right to reasonably amend the Rules in its sole and absolute discretion from time to time, and Boat Owner further agrees to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If the Boat Owner or those under the responsibility of Boat Owner fail to comply with the Rules or otherwise cause disorder, depredations or indecorous conduct that might injure a person, cause damage to property, or harm Waterfront Docks' reputation, the same shall be cause for immediate removal of the Boat, without prejudicing Waterfront Docks' right to damages and any financial obligation of Boat Owner to Waterfront Docks.

19. **DEFAULT.** Boat Owner shall be in default under this Agreement if any of the following occur:

- a. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings.
- b. Boat Owner violates any rule or regulation of Waterfront Docks.
- c. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

20. **NO WAIVER.** Waterfront Docks shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by Waterfront Docks. No failure or delay in the exercise of any right or remedy shall be construed as a waiver of such right or remedy, and no partial exercise of any right or remedy shall preclude the further exercise of such right or remedy.

21. **REMEDIES.** SHOULD BOAT OWNER FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, WATERFRONT DOCKS MAY INSTITUTE ANY ACTION, SUIT OR PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO COLLECT ANY AMOUNTS DUE HEREUNDER, AND WATERFRONT DOCKS SHALL BE ENTITLED TO REIMBURSEMENT FROM BOAT OWNER FOR ALL COSTS AND EXPENSES REASONABLY INCURRED IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING BUT NOT LIMITED TO, COLLECTION OF ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES.

22. **INDEMNIFICATION.** Boat Owner does for itself, its agents, successors, assigns, customers, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City of Washington, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, 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, attorneys' 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 this Agreement, including but not limited to Boat Owner's operation of the Boat, Boat Owner's dinner cruise operation and/or Boat Owner's use of the Slip and waterfront docks. It is the intent and understanding of the parties that this indemnification shall include but not be limited to 1) any injury, including death, to any person, 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence, and 3) any claim of Boat Owner's customers, invitees, guests, and/or boarders of the Boat caused by, related to, or arising from Boat Owner's use of the Slip, Boat Owner's contemplated dinner cruise operations or this Agreement.

23. **ADHERENCE TO REGULATIONS.** Boat Owner agrees to comply with all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or anytime hereafter may be applicable to the Slip, the waterfront docks, public waters, the Boat, any improvements made by Boat Owner pursuant to advance written consent of Waterfront Docks, and Boat Owner's operation of the Boat, including but not limited to the dinner cruise operations contemplated hereby and the related enterprise and business. Boat Owner shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from Boat Owner's failure to comply with the aforementioned rules and regulations, including attorney's fees.

24. **PERSONAL PROPERTY TAXES.** Boat Owner shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon its Boat, trade fixtures, equipment, furnishings, and its other personal property located at the Slip.

25. **REPORTING REQUIREMENTS.** Boat Owner shall keep or cause to be kept complete records of the business it conducts or transacts arising from this Agreement as well as any additional records reasonably requested and, upon request, provide any such records or reports that may be required by the City Council or City Manager.

26. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, Boat Owner is an independent contractor and is not an agent or employee of Waterfront Docks. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Waterfront Docks and Boat Owner.

27. **ILLEGAL PROVISIONS, GOVERNING LAW.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement this the day and year first above written.

BOAT OWNER

CITY OF WASHINGTON

By: _____ (SEAL)

By _____ (SEAL)

Larry Williams, Member/Manager
Inland Enterprises, LLC *DBA Seatow IBX*

Name: _____

Title: _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Carol Burt, Event Coordinator, Washington Harbor District Alliance (WHDA)
Date: September 12, 2016
Subject: Pickin' on the Pamlico Alcohol Request
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that Council allow for the serving and consumption of alcohol at WHDA's Annual Pickin' on the Pamlico on Saturday, September 24, 2016.

BACKGROUND AND FINDINGS:

PICKIN' ON THE PAMLICO has been the signature fundraiser event of the Washington Harbor District Alliance since 2006. Funds raised will help to ensure that WHDA (which is a Main Street organization sanctioned by the NC Commerce Department), is able to continue to lend significant support to downtown Washington.

The mission of Downtown Washington on the Waterfront, Inc. (DBA Washington Harbor District Alliance) is to serve as a facilitator and catalyst to renew, restore, rebuild, and revitalize the downtown business district, improve economic conditions, encourage tourism, and preserve historical buildings and their significance, promoting downtown as a place to live, shop, work, and be entertained, all within the framework of the "National Main Street Four Point Approach."

WHDA requests Council approve the serving and consumption of alcohol at Pickin' on the Pamlico. The organization utilizes trained bartenders and has a controlled area where alcohol is to be served. This is a ticketed event with an anticipated crowd of around 400 people. Generally no children attend. A special events permit has been granted through Teresa Hamilton at Washington Parks and Recreation.

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

City Manager Review: *MH* Concur _____ Recommend Denial _____ No Recommendation

9/17 Date



September 12, 2016

Dear Honorable Mayor and City Council,

I come before you tonight to request that you allow beer and wine to be served at Washington Harbor District Alliance's signature fundraising event, Pickin' on the Pamlico to be held at Festival Park.

Pickin' on the Pamlico on Saturday, September 24, 2016 , and will be held in the evening hours.

WHDA produces over 19 events throughout the year. Many of these events serve to bring people downtown, and are operated at a net loss to WHDA.

Pickin' on the Pamlico is produced as a fundraiser to support all the projects WHDA supports throughout the year. Therefore our hope is to raise funds. Serving beer and wine as beverages of choice along with a full Eastern North Carolina CRAB and shrimp menu draws ticket sales while enhancing the evening dinner experience along with entertainment.

Pickin' on the Pamlico is a ticketed event. Through marketing the public is fully aware that beer and wine will be served. Actually a lot of people come because of they are able to enjoy a libation while eating and listening to the music entertainment provided.

And, WHDA will, of course, comply with all regulations put forth by the ABC commission and the City as far as police presence.

Respectfully,

Carol Burtt

Washington Harbor District Alliance Director
Cell: 252-947-1487

P.O. Box 1988 310 W. Main Street, Suite 204 Wasington, NC 27889

Phone 252.946.3969 email: whda@washingtononthewater.com Web: www.WHDA.org

September 12, 2016
WHDA is a non-profit organization and all ~~Page 18~~ contributions are tax deductible. (Federal Tax ID #20-0175742)



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Frankie Buck, Public Works Director
Date: 08-25-2016
Subject: Award Contract for FY 2016-17 Street Improvements and Resurfacing Project and Approve Corresponding Purchase Order
Applicant Presentation: N/A
Staff Presentation: Frankie Buck, Public Works Director

RECOMMENDATION:

I move that Council award a contract in the amount of \$147,969.90 to Garris Grading & Paving for FY 2016-17 Street Improvements & Resurfacing Project, and allow staff to negotiate \$47,030.10 in additional street resurfacing and approve the corresponding purchase order.

BACKGROUND AND FINDINGS:

The project was advertised to receive bids on August 23, 2016 for the FY 2016-17 Street Improvements and Resurfacing Project. Three companies submitted bids for the project. All legal requirements were met. The project came in under budget by \$47,030.10. The contract documents allow the City to add additional work to the contract up to 50% of the estimated quantities at the unit price proposed by the contractor. We request Council to allow staff to negotiate additional street resurfacing with the contractor in order to utilize the remaining funds for street resurfacing. By adding additional streets the total street resurfacing project will be \$195,000. Attached is a bid tabulation sheet and project description.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account 10-20-4510.4500, 10-20-4511.4500 & 10-20-4511.5600)
 Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached Bid Tabulation and Project Description

The street resurfacing work will be performed at the following locations:

1. Plant Street from W. 5th St to Dead End
2. Plymouth Street from W. 5th St. to Dead End
3. Pontiac Drive from W. 5th St to Manuel Dr.
4. Trade Street from W. 13th St. to Carolina Ave.
5. West Thirteenth Street from Carolina Ave. to Trade St.
6. Respass Street from W. 5th St. to W. 7th St.
7. Northwood Road from Market St. to Ellison Dr.
8. Northwood Road from Lodge Rd. to Reed Dr.
9. Blount Place from Northwood Rd. to Dead End
10. Bridge Street from Carolina Ave. to W. 7th St.
11. Pierce Street from W. 15th St. to Alderbrook Cl.
12. West Third Street from Kinston St. to Tarheel Dr. (Patch)

Additional street surfacing locations to be negotiated:

1. Trade Street from W. 11th St. to W. 13th St.
2. Portion of Manuel Drive from Pontiac Drive
3. West Martin Luther King Jr. Drive from N. Bridge St to N. Pierce St.
4. Reed Drive from Alderson Rd. to Northwood Rd.

CITY OF WASHINGTON, N.C.									
BID TABULATION SHEET									
2016-2017 STREET IMPROVEMENTS & RESURFACING									
LOCATION: MUNICIPAL BUILDING - COUNCIL CHAMBERS									
BIDS OPENED: TUESDAY, AUGUST 23, 2016 @ 2:00 P.M.									
		S. T. Wooten Corporation O. Box 2408 Wilson, NC 27894	P.	Rose Brothers Paving Co., Inc. 423 NC Highway 561 West Aulander, NC 27805	Garris Grading & Paving, Inc. 5950 Gay Road Farmville, NC 27828				
		ADDENDUM RECEIVED 5% BID BOND		ADDENDUM RECEIVED 5% BID BOND		ADDENDUM RECEIVED 5% BID BOND			
EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1363	RESURFACING 1" BCSC TYPE S9.5A (TONS)	\$ 96.60	\$ 131,665.80	\$ 115.00	\$ 156,745.00	\$ 103.80	\$ 141,479.40		
30	ADJUST MANHOLES	\$ 325.00	\$ 9,750.00	\$ 500.00	\$ 15,000.00	\$ 83.10	\$ 2,493.00		
25	ADJUST VALVE BOXES	\$ 300.00	\$ 7,500.00	\$ 350.00	\$ 8,750.00	\$ 21.30	\$ 532.50		
1	PAVEMENT MARKING (LS)	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,465.00	\$ 3,465.00		
	TOTAL BID FOR STREET RESURFACING	\$	153,415.80	\$	185,495.00	\$	147,969.90		



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Frankie Buck, Public Works Director
Date: 09-2-2016
Subject: Award Contract for 2016 Drainage Improvements and Approve Corresponding Purchase Order
Applicant Presentation: N/A
Staff Presentation: Frankie Buck

RECOMMENDATION:

I move that Council award the contract in the amount of \$ 77,753.80 for 2016 Drainage Improvements to Dudley Landscaping & Tree Service and approve the corresponding purchase order.

BACKGROUND AND FINDINGS:

The project was advertised to receive bids on September 1, 2016 for the 2016 Drainage Improvements. Three companies submitted bids for the project. All legal requirements were met. Attached is a bid tabulation sheet and project description.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT

Currently Budgeted (Account 34-90-5710-7400) Requires additional appropriation
 No Fiscal Impact

SUPPORTING DOCUMENTS

Attached Bid Tabulation and Project Description

ARK CONSULTING GROUP, PLLC
 BID TABULATION SHEET

OWNER: City of Washington
 PROJECT: 2016 Drainage Improvements
 LOCATION: City of Washington Council Chambers, Washington, NC
 BIDS OPENED: Thursday, September 1, 2016 @ 2:00 P.M.



CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

CONTRACTOR ADDRESS	Dudley Landscaping & Tree Service Inc. 320 Haven Street Washington, NC 27889 75694	Roanoke Electric Corporation PO Box 7 Pantego, NC 27860 15553	Bridgeview Contractors, Inc. PO Box 8112 Rocky Mount, NC 27804 59750	UNIT PRICE		COST	
				QTY.	UNIT PRICE	UNIT PRICE	COST
License No.	5%	5%	5%				
Bid Bond	Yes	Yes	Yes				
Minority Business Participation Docs Received	Yes	Yes	Yes				
Addendum No. 1 Received	Yes	Yes	Yes				
ITEM NO.	QTY.	UNIT PRICE	DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST

Willow Street

1	1	LS	Mobilization and Bonding (3% Max)	\$ 900.00	\$ 900.00	\$ 700.00	\$ 700.00
2	165	LF	Temp. Silt Fence	\$ 2.50	\$ 412.50	\$ 3.50	\$ 577.50
3	1	LS	Temp. Gravel Construction Entrance	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
4	1	LS	Remove Exist. Wooden Bulkhead	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
5	150	LF	Straw Wattle	\$ 4.00	\$ 600.00	\$ 5.00	\$ 750.00
6	1	LS	Regrade Stream Banks	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00
7	180	TN	Class 1 Rip Rap w/ Underliner	\$ 45.00	\$ 8,100.00	\$ 70.00	\$ 12,600.00 *
8	1	LS	Seeding & Mulching	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
9	1	LS	Construction Staking Allowance	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Subtotal for Willow Street Improvements				\$	\$ 13,762.50	\$	\$ 23,877.50 *

BID TABULATION

CONTRACTOR ADDRESS		Dudley Landscaping & Tree Service Inc.		Roanoke Electric Corporation		Bridgeview Contractors, Inc.	
License No.		320 Haven Street		PO Box 7		PO Box 8112	
Bid Bond		Washington, NC 27889		Pantego, NC 27860		Rocky Mount, NC 27804	
Minority Business Participation Docs Received		75694		15553		59750	
Addendum No. 1 Received		5%		5%		5%	
		Yes		Yes		Yes	
		Yes		Yes		Yes	
ITEM NO.	QTY. UNIT DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST

Harvey Street to 8th Street

1	1	LS	Mobilization and Bonding (3% Max)	\$ 2,000.00	\$ 2,000.00	\$ 1,410.50	\$ 1,410.50	\$ 1,000.00	\$ 1,000.00
2	655	LF	Temp. Silt Fence	\$ 2.50	\$ 1,637.50	\$ 3.50	\$ 2,292.50	\$ 3.00	\$ 1,965.00
3	1	LS	Temp. Gravel Construction Entrance	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,300.00	\$ 1,300.00
4	620	LF	Straw Wattle	\$ 4.00	\$ 2,480.00	\$ 5.00	\$ 3,100.00	\$ 3.00	\$ 1,860.00
5	1	LS	Regrade Stream Banks	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00	\$ 27,000.00	\$ 27,000.00
6	1,615	SY	Permanent Turf Reinforcement Matting	\$ 5.00	\$ 8,075.00	\$ 6.00	\$ 9,690.00	\$ 5.00	\$ 8,075.00
7	1	LS	Herbaceous Wetland Seeding	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,800.00	\$ 2,800.00
8	510	SY	Matting for Erosion Control	\$ 1.44	\$ 734.40	\$ 4.00	\$ 2,040.00	\$ 3.00	\$ 1,530.00
9	1	LS	Permanent Seeding & Mulching	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
10	1	LS	Construction Staking Allowance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Subtotal for Harvey Street to 8th Street Improvements				\$ 37,426.90	\$ 37,426.90	\$ 47,033.00	\$ 47,033.00	\$ 49,530.00	\$ 49,530.00

BID TABULATION

CONTRACTOR		Dudley Landscaping & Tree Service Inc.		Roanoke Electric Corporation		Bridgeview Contractors, Inc.	
ADDRESS		320 Haven Street Washington, NC 27889		PO Box 7 Pantego, NC 27860		PO Box 8112 Rocky Mount, NC 27804	
License No.	Bid Bond	75694	5%	15553	5%	59750	5%
Minority Business Participation Docs Received	Addendum No. 1 Received	Yes	Yes	Yes	Yes	Yes	Yes
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST

8th Street to 9th Street Improvements

1	1	LS	Mobilization and Bonding (3% Max)	\$ 900.00	\$ 900.00	\$ 1,280.00	\$ 1,280.00
2	490	LF	Temp. Silt Fence	\$ 2.50	\$ 1,225.00	\$ 3.50	\$ 1,715.00
3	1	LS	Temp. Gravel Construction Entrance	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
4	445	LF	Straw Wattle	\$ 4.00	\$ 1,780.00	\$ 5.00	\$ 2,225.00
5	1	LS	Regrade Stream Banks	\$ 8,000.00	\$ 8,000.00	\$ 17,000.00	\$ 17,000.00
6	60	TN	Class 1 Rip Rap w/ Underliner	\$ 45.00	\$ 2,700.00	\$ 70.00	\$ 4,200.00
7	1,045	SY	Permanent Turf Reinforcement Matting	\$ 5.00	\$ 5,225.00	\$ 6.00	\$ 6,270.00
8	1	LS	Herbaceous Wetland Seeding	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
9	510	SY	Matting for Erosion Control	\$ 1.44	\$ 734.40	\$ 4.00	\$ 2,040.00
10	1	LS	Permanent Seeding & Mulching	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
11	1	LS	Construction Staking Allowance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Subtotal for 8th Street to 9th Street Improvements					\$ 26,564.40		\$ 43,730.00
Total Base Bid					\$ 77,753.80		\$ 114,640.50 *

NOTE: * indicates a correction made to the original bid submitted.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Jeff Clark, Electric Director
Date: September 12, 2016
Subject: Approve Tree Trimming PO
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council approve a \$450,000 P.O. to John Lucas Tree Expert Co. to provide tree trimming services from August 2016 through June 2017.

BACKGROUND AND FINDINGS:

Budgeted expenditure.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Requisition
Bid Tabulation

City Manager Review: *MW* Concur Denial No Recommendation
 Date: 9/7/16 September 12, 2016
 Page 101 of 138

	Asplundh	Davey	Lucas
Foreman	30.50	35.19	31.32
Climber	24.00	31.28	26.50
Groundman	22.50	23.46	22.10
Bucket	25.90	23.00	21.90
Disc Chipper-Large	13.25	12.81	9.00
Disc Chipper-Small	8.53	8.45	5.48
Total per hour	124.68	134.19	116.30

**Requisition Form
City Of Washington
P.O BOX 1988
WASHINGTON, NC 27889**

Requisition #: 2446
PO #: Not Assigned
User Name: atankard

Date: 8/24/2016
Approved By:
Approved Code:
Total Amount: \$450,000.00
Ship To: CITY OF WASHINGTON
WAREHOUSE (ELEC)

JOHN LUCAS TREE EXPERT CO.
PO BOX 958
PORTLAND, ME 04104

confirming
electric dept.
alston tankard
975-9315

Quantity	Item Description	Project Number	Unit Price	Extended
1	Tree Crews Aug.-June 2016		\$450,000.00	\$450,000.00
Sub Total				\$450,000.00
Shipping				\$0.00
Tax				\$0.00
Total				\$450,000.00

Account Number	Account Description	Amount
35-90-8380-4501	CONTRACT SERVICE-TREE TRIMMING	\$450,000.00
Total		\$450,000.00

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
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REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: September 12, 2016
Subject: Execute Invoice Cloud Agreement
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council authorize Matt Rauschenbach to execute the necessary documents to execute the Invoice Cloud agreement.

BACKGROUND AND FINDINGS:

In conjunction with the financial and CIS software implementations we will be upgrading our various paperless payment portals for utility and other accounts receivable at a cost comparable to today's

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation
 No Fiscal Impact

SUPPORTING DOCUMENTS

Invoice Cloud Agreements

City Manager Review: MR Concur _____ Recommend Denial _____ No Recommendation _____
9/7 Date September 12, 2016 Page 104 of 138

City of Washington
Matt Rauschenbach
102 E. Second Street
Washington, NC 27889

Dear Matt Rauschenbach:

I hope this email finds you well and thank you for moving forward with Invoice Cloud. The paperwork for the City of Washington is ready to be signed! Please follow the instructions below which correspond to the attached documents.

1. Biller Agreement
 1. Please Read
2. Biller Order Form- Outlines services selected, contact information, and invoicing parameters for each invoice type
 1. Please Read entire document
 2. Please sign under 'Certification and Agreement' on page 2
3. PPIG- Chase's Payment Processing Instructions Guidelines which includes a summary of the processing model and the bank account the funds will be deposited into.
 1. On page 1 under section 1, please answer the question 'Has Merchant Ever Filed Bankruptcy'
 2. On page 2 under section 3, please answer the question 'Is there anyone not listed who has the authority to make financial decisions or control company policy on behalf of your business? (answer yes or no)
 3. Please sign and date on page 2 under sections 4 'Authorized administrator for account boarding and implementation'
 4. Please sign and date on page 2 under section 5 'Certification'
 5. Please sign and include the physical address on the last page of the document.
4. New Divisions (Utility)- Chase's standard order and set up document
 1. Please sign and date 'Section E: Signature' at the bottom of page 10
5. W9
 1. Please sign and date 'Part II: Certification' on page 1.
 2. Please sign and include the physical address on the first page of the document.
6. Government Owned Addendum
 1. Please sign and date under 'Authorized Representative'
 2. Please sign and print name in the 'Certification and Agreement' section at the bottom of page 3

Please complete the instructions at your earliest convenience, and scan and email or fax (866-413-7678) the documents to my attention. If you have any questions or concerns, please let me know.

Thank you,

Carolyn Ambrose

Addendum to Application for Merchant Account with Chase Paymentech New Division Request

Date: 8/23/16

Company ID#: 63576

Projected Live Date: 11/23/16

Section 1: Company Information

Company Legal Name: Invoice Cloud, Inc
 Contact Name: Robert Lapides Phone #: 781-848-3733
 Fax #: 877-256-8330 Email Address: blapides@invoicecloud.com

Transactions processed for this new set up request belong to:
 Merchant whose company legal name is represented above...

OR

An Additional Company whose legal name is: City of Washington and is a wholly-owned
 partially owned affiliate registered DBA or other _____ of the merchant noted above.
 On behalf of Invoice Cloud Inc

(Company Legal Name)

I, Robert Lapides _____, President, GUB Division _____,
 (Print Name) (Title)

verify that the account set-up information is accurate, that I have the authority to make such a request and thus, it should be used to set up an additional account for our company.

Section 2: Report Center and Transaction History Contacts

1. Please be sure to include the information below for all employees who need to access Transaction History and Report Center via Paymentech Online.
2. Standard reporting consists of financial and chargeback activity reports; some reports may have fixed default levels.
3. **Please note:** You, the merchant, are responsible for advising Chase Paymentech of changes in Paymentech Online contacts. Chase Paymentech assumes no responsibility or liability of any kind for Merchant's failure to advise Chase Paymentech of changes to or elimination of Paymentech Online Users.

Please be sure to complete all fields below:

Mr. Mrs. Ms. Name: Robert Lapides Title: President, GUB Division
 Phone #: 781-848-3733 Fax #: 877-256-8330
 Address: 30 Braintree Hill Office Park, Suite 303 City: Braintree
 State/Prov: MA Zip/Postal Code: 02184 Country: USA
 Email Address: blapides@invoicecloud.com

Does this User require access to: Transaction History Report Center Both

Account Masking: First 6/Last 4 Last 4

Should this User's access mirror another Users access? Yes, provide User ID _____

Does this User have an existing User ID? Yes, provide User ID _____

Mr. Mrs. Ms. Name: Deborah Bowler Title: VP of Operations
 Phone #: 781-848-3733 Fax #: 877-256-8330
 Address: 30 Braintree Hill Office Park, Suite 303 City: Braintree
 State/Prov: MA Zip/Postal Code: 02184 Country: USA
 Email Address: dbowler@invoicecloud.com

Does this User require access to: Transaction History Report Center Both

Account Masking: First 6/Last 4 Last 4

Should this User's access mirror another Users access? Yes, provide User ID _____

Does this User have an existing User ID? Yes, provide User ID _____

For additional Users, please request an additional Report Center and Transaction History form

Section 3: Chargeback Contact: (required) **IQA** (Manager/supervisor – one who assigns work to MCAs)
MRQA (Manager/supervisor – one who assigns work to MRAs)

NOTE: This is the contact will receive any documents that need to be mailed and/or faxed.

Mr. Mrs. Ms. Name: Carolyn Ambrose Title: Administrative Assistant
 Phone #: 781-353-2415 Fax #: 877-256-8330
 Address: 30 Braintree Hill Office Park, Suite 303 City: Braintree
 State/Prov: MA Zip/Postal Code: 02184 Country: USA
 Email Address: cambrose@invoicecloud.com
 Does this User require access to: Report Center None
 Account Masking: First 6/Last 4 Last 4

Chargeback Contact: (required) **MCA** (Merchant Chargeback Analyst – one who works the chargebacks)
MRA (Merchant Retrieval Analyst – one who works the retrievals)

NOTE: If no contact information is provided below MCA/MRA roles will be assigned to the IQA/MRQA contact noted above

Mr. Mrs. Ms. Name: _____ Title: _____
 Phone #: _____ Fax #: _____
 Address: _____ City: _____
 State/Prov: _____ Zip/Postal Code: _____ Country: _____
 Email Address: _____
 Does this User require access to: Report Center None
 Account Masking: First 6/Last 4 Last 4

Section 4: Business Unit (if different from division name)

Parent Business Unit Name (if applicable): _____ (up to 30 bytes) Parent Bus. Unit # (if applicable): _____
 Business Unit Name: City of Washington (up to 30 bytes) Business Unit #: _____

Section 5: Existing Funds Transfer Instruction (FTI) (if new banking see New Bank Account Information section)

If funds should be deposited to an existing funds transfer instruction please complete the following:

Will this division utilize an existing Funds Transfer Instruction # (FTI#)?
 If yes, provide existing FTI # _____
(If FTI # is not provided a NEW Funds Transfer Instruction (FTI#) will be created)

Section 6: Existing Bank Account Information (if new banking see New Bank Account Information section)

If funds should be deposited to an existing bank account but require a NEW Funds Transfer Instruction please complete the following:

Will funds be deposited into an existing Bank Account already set up with Chase Paymentech?
 If yes, provide existing Bank Account # _____
(If existing Bank Account # is supplied the New Bank Account section does not need to be completed)

Section 7: New Bank Account Information (Complete this section only if New Bank Account is required)

Check only one of the 7 options below	Settlement Currency in which we will fund to you	Deposit (Country where your Bank Acct Resides)	Complete all sections listed:
Option #1 <input checked="" type="checkbox"/>	USD	USA	A Only
Option #2 <input type="checkbox"/>	CAD	CAN	B1 and B3
Option #3 <input type="checkbox"/>	USD	CAN	B2 and B3, D3, D4
Option #4 <input type="checkbox"/>	USD	Int'l _____ (list country funds are being deposited in)	C1 to C3, D1, D3, D4
Option #5 <input type="checkbox"/>	<input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR	Euro Bank or <u>SAME</u> as presentment/settlement currency	C1 and/or C2, C3
Option #6 <input type="checkbox"/>	<input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR, <input type="checkbox"/> USD	If <u>DIFFERENT</u> than Settlement Currency Int'l _____ (list country funds are being deposited in)	C1 and/or C2, C3, D1 and/or D2, D4
Option #7 <input type="checkbox"/>	<input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR	CAN	B1 to B3, D1, D4

Note: If this request relates to an account not held at JPMorgan Chase Bank, National Association or Chase Bank USA, National Association, please attach an original voided check (starter check and bank statements not applicable) or a bank letter of verification in order to allow processing of this request.

Section A: U.S. Bank Account Information (Select Only One Method of Transfer)

<input checked="" type="checkbox"/> ACH	_____	(ABA #)
<input type="checkbox"/> Wire Transfer (See note below)	_____	(Fedwire #)
BIC/Swift Transfer (See note below)	_____	(Swift Code: 8 to 11 characters)

**Note: BIC/Swift code is required if your division is located outside of the U.S. or Canada and is settling funds in USD and will be the method of transfer as a default.
Wire transfer requires both ACH ABA Routing # and Fedwire #.**

Special Wire Instructions: (60 characters) _____

Bank Account #: _____ Company Name: City of Washington
(as appears on bank account)

Financial Institution Name: _____

City: Washington State: NC Zip/Postal Code: 27889 Country: United States

Checking or Savings

Section B: Canadian Bank Account Information (Transfer Method EFT Only)

B1	Institution Number: _____	EFT Branch Transit Number: _____
B2	BIC/Swift Code: (8 to 11 characters) _____	(required if settlement is USD)
B3	Bank Account # _____	Company Name: _____ (as appears on bank account)

Financial Institution Name: _____

City: _____ Province: _____ Postal Code: _____ Country: Canada

Checking or Savings

Section C: International Final Destination Bank Account Information (Account Where the Funds are Deposited)

C1	BIC/Swift Code: (8 to 11 characters)																			
C2	Sort Code: (Required in Great Britain Only)																			
C3	IBAN/Bank Account # _____ (IBAN required for all Banking located in European Union Countries)																			
Company Name: (As appears on Bank account) _____																				
Financial Institution Name: _____																				
City: _____					State/Province: _____					Postal Code: _____					Country: _____					
Special Wire Instructions: (60 characters) _____																				

Section D: Corresponding/Clearing Account Information

(For International Deposits going through JPMorgan Chase in London; Intermediary is not required. Complete Section "C" only)

D1	BIC/Swift Code: (8 to 11 characters)																			
D2	Sort Code: (Required in Great Britain Only)																			
D3	Wire Transfer: (USA Only)																			(Fedwire #)
D4	Financial Institution Name: _____																			
City: _____					State/Province: _____					Postal Code: _____					Country: _____					
Special Wire Instructions: (60 characters) _____																				

Section 8: Products and Services

Please indicate if you will be using any of the following additional services. Please note that some of these services may require an additional contract addendum, registration and/or information if you currently do not have the service. (For information on these services, please contact your Chase Paymentech Relationship Manager)

- Account Updater** (Visa, MasterCard and Discover for US and Canada Only, Visa and MasterCard for UK Only):
 Submitting or Extracting (if extracting Indicate # of Days: _____ (1-180 days) (if Orbital Gateway default is Submitting))
 Account Updater Visa EU Merchant ID required
- MC/IM/SW SecureCode** (aka UKDM)
- MCID - MasterCard Assigned ID** (6 digit numeric ID required) _____
- Static AAV** (Participation requires MC Secure, MasterCard Assigned ID and a MasterCard assigned 28 alpha/numeric code required)

- Authorization Recycling** Output Options: Total (recommended) Standard
 # of recycle attempts: _____ (Default is 3 if left blank) # of days between attempts: _____ (Default is 3 if left blank)

Section 9: Taxpayer ID (W-9 required if new U.S. entity and/or taxpayer ID. W-8 required for Canadian entities)

Transaction Division's Taxpayer ID: _____ Legal Entity Name: City of Washington
 (As shown on your Income Tax Return, required for Canadian divisions if processing Discover and/or Diners)

Section 9a: 1099K Contact Information (Required for new U.S. Taxpayer ID's)

1099K Contact Name: Matt Rauschenbach Email address: mrauschenbach@washingtonnc.gov
 Contact to receive the 1099K mailing at the address supplied on the W-9, required with W-9's only

Section 10: Transaction Division Information (Required for credit approval and transaction processing)

Transaction Division Name: Cty of Washington-Utility
 (This field is limited to 30 characters, including spaces)

Currency (list only 1 each per division) Settlement: US Presentment: US
 *** If Cross Currency, please provide both the Presentment and the Settlement Currencies***

Division Location Street Address: 102 E. Second Street
 (Must be a street address, P.O. Boxes not acceptable)

City: Washington State/Province: NC
 (City, State and Postal Code will be utilized for Retail transactions as the primary information on the customer's statement)

Zip/Postal Code: 27889 Country: USA

Section 10a: Transaction Division Information (Required for credit approval and transaction processing)

The following field appears on the customer's statement and identifies the merchant name for the consumer and credit card organizations. To further aid consumer recognition, Visa has sanctioned that the full merchant legal name or the abbreviation of the merchant name be utilized. The abbreviation must be separated from product information by an asterisk (*), which must appear in the 4th, 8th or 13th position. The asterisk cannot be used for Retail Merchants.

Cardholder Descriptor (For all card types with the exception of American Express):

* * *
C i t y o f W a s h i n g t o n

Customer Service Phone # (Customer Service Phone # Required for Mail Order, Recurring, and Retail):

2 5 2 - 9 7 5 - 9 3 0 0

URL (URL is optional, if phone number is provided above):

Internet service providers and ecommerce merchants may utilize a URL instead of Customer Service Phone if not processing any Mail-order transactions; URL must only be 13 characters and must contain the top level domain or suffix (example ".com").

Product/Service Description (Enter product/service information; example: clothing, books, membership, etc.):

U t i l i t y

MCC Code (Provide MCC utilized for previous processing (this will be considered in conjunction with the product/service description):

_____ Optional

Maximum Sales Transaction Amount	\$ 125,000.00	Avg. Transaction Price:	\$ 165.00
Maximum Refund Transaction Amount	\$ 25000.00	Avg. # Trans. Per Year:	33600 (Settled Only)
(Default \$25,000 U.S. Dollars or equivalent international currency per transaction)		Projected Refund %:	5BP %

<p>How will your customer provide credit card information when they order your product or service? (Select only one)</p> <p>Retail Mall Order (Marketing Material Required) <input checked="" type="checkbox"/> Internet (Please complete Internet Transactions section)</p>	<p>How do you market this product or service? (Select only those that apply)</p> <p><input type="checkbox"/> Catalog <input type="checkbox"/> Direct Mail <input checked="" type="checkbox"/> Internet <input type="checkbox"/> Space Ad <input type="checkbox"/> Television <input type="checkbox"/> Outbound Telemarketing <input type="checkbox"/> Other _____</p>	<p>Please select the consumer's payment option for this division: (Select only one)</p> <p><input checked="" type="checkbox"/> Single payments <input type="checkbox"/> Installment payments <input type="checkbox"/> Deferred payments <input type="checkbox"/> Recurring payments (transactions managed by merchant/submitter)</p>	<p>Please check if applicable: <input checked="" type="checkbox"/> Bill Payment A Bill Payment transaction is a transaction for an ongoing service/billing cycle that is known and agreed upon in advance by the merchant and cardholder. (i.e. membership or insurance, etc.)</p>
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Section 10b: Internet Transactions

Please provide full website address: www.invoicecloud.com/INSERT

If Internet is selected and the website is not yet available to consumers, please complete a Marketing Material Supplement form which you may obtain from Merchant Services or your Account Executive.

<p>If Internet, please advise: (Select those that apply)</p> <p><input checked="" type="checkbox"/> SSL <input type="checkbox"/> SET <input type="checkbox"/> No encryption method</p>	<p>Can a consumer place their order and provide credit card info (or electronic check) via this website? <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No</p>	<p>Is the website secure (i.e., will the information that the consumer provides, such as their name and credit card number, be encrypted) so that it can't be read or intercepted by others? <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No</p>
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Section 10c: Profile - billing & delivery of goods and services

<p>Do you stock product? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you own the product at the time of sale? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you provide custom orders at time of sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you drop ship the product? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what %: _____</p>	<p>Do you fill your own merchandise orders? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, who is your fulfillment service bureau? Fulfillment Contact: _____ Phone #: _____</p>
<p>When will you charge your customer for an order? <input type="checkbox"/> Bill Advanced <input type="checkbox"/> Bill on Order <input checked="" type="checkbox"/> Bill after Shipment <input type="checkbox"/> Bill Arrears <input type="checkbox"/> Other:</p>	

Section 11a: Methods of Payment

Bill Me Later® payment option (US only)

Green Dot (U.S. only)

JCB (For Yen only)

International Maestro (Transaction type restrictions may apply below for eCommerce and Recurring transactions)

MC SecureCode (Required for IM eCommerce, and/or MCID and Static AAV)

MCID aka MasterCard Assigned ID (Required with Static AAV)

Static AAV/MARP (Required for IM Recurring MC Secure, MCID and a MasterCard assigned 28 alpha/numeric code required)

European Direct Debit For EURO only: (Valid only for Euro currency divisions)

Descriptor (16 bytes)

Default will be the first 16 characters of your Cardholder Descriptor unless otherwise noted

Creditor ID (Provide if existing): _____
Creditor ID will be provided by Chase Paymentech if not existing

Redeposit Parameter:
Indicate # of days: _____
The default is "1"

European Direct Debit For GBP only: (Valid only for GBP currency divisions)

Descriptor (7 bytes)

Default will be the first 7 characters of your Cardholder Descriptor unless otherwise noted

Country: **UK only**

Redeposit Parameter:
Indicate # of days: _____ default is "1"

PayPal (U.S. only)

Payer Email Address: _____

Note: (Must be a unique email address belonging to the merchants business and must be working at the time of account creation. No two accounts or divisions can share the same Payer email address.)

Customer Service Email Address: _____

Descriptor: **P A Y P A L *** 18 bytes

Primary Contact Name: _____ Phone: _____

Email Address: _____

Business Name: _____

(75 character limit and must not contain the following characters &, <, and >.)

Customer Service Phone# _____

Avg Trans Price: \$ _____

Avg Trans/Yr: _____

Annual Revenue _____ %

(Percentage of annual revenue from online sales)

Primary Sales Venue:

- eBay
- Other Marketplace
- Other
- My Own Website

Authentication Method:

The method by which you (the merchant) will authenticate your customer with PayPal – you must choose only one)

- PayPal Direct
- Cardinal Commerce Centinel (If Cardinal Commerce, complete the next section):

http: _____

Cardinal Commerce

Are you using CommercialWare Software to facilitate your Paypal Integration? Yes

Time Zone (based on merchant's location): _____ SSL Security: (select one) HTTP or HTTPS

Technical Contact Name: _____ Phone: _____

Email Address: _____

Section 12: Processing Methods

1. Who will be submitting transactions to Chase Paymentech?

Merchant Other Co. Name: Invoice Cloud (i.e. fulfillment co. or ecommerce provider)
If known, please provide the Presenter ID # (PID): _____ or Submitter # (SU): _____

2. Will this division utilize?

PayPal/VeriSign
 CyberSource – CyberSource Initiated or Paymentech Initiated

3. NetConnect Batch and/or Online Authorization?

Will you use NetConnect Batch for connectivity? Yes
Will you use NetConnect Online Authorization for connectivity? Yes
NetConnect Contact Name: _____ Phone #: _____
NetConnect Email Address: _____ User ID: _____
(If existing)

4. Will you be using the Orbital Payment Gateway?

Primary Contact: Tony Cordova
Address: 642 E Washington St. City: Brownsville
State: TX Zip/Postal Code: 78520 Country: USA
Phone #: 956-542-6825 Email (required): tcordova@invoicecloud.com

Primary contact must be a contact at this company for security purposes

Primary Contact Level of access: *Merchant or **Chain (default is Merchant)
*Merchant level – only permitted divisions are available. **Chain level – every new division created will automatically be available

Auto-Settle Time: <u>none</u> AM/PM _____ (If blank, default will be no auto-settle time) To meet 10 p.m. EST Host window, this should be set no later than 8 p.m. to allow Gateway to settle.	Merchant Time Zone: _____ Note: The auto-settle time is based in the merchants time zone. (U.S. time zones only)	VT Import Functionality? <input type="checkbox"/> Yes
--	---	---

Profile Management required? Yes Level of access required: (default is merchant level)
Level of access: *Merchant or **Chain (default is Merchant)
*Merchant level – only requested divisions are available. **Chain level – every new division created will automatically be available

Auth Recycling? Yes If Yes, # of recycle attempts: _____ # of days between attempts: _____
(Default is 1, maximum of 4) (Default is 3, maximum of 4)

Hosted PayPage (HPP)? Yes
HPP Contact Name: _____ **Profile Management** required
Address: _____ City: _____
State: _____ Zip/Postal Code: _____ Country: _____
Phone #: _____ Email (required): _____

5. Will you be using the iTerminal? (U.S Retail divisions only)

Primary Contact: _____
Address: _____ City: _____
State: _____ Zip/Postal Code: _____ Country: _____
Phone #: _____ Email: (required) _____

Primary contact must be a contact at this company for security purposes

Primary Contact Level of access: *Merchant or **Chain (default is Merchant)
*Merchant level – only requested divisions are available. **Chain level – every new division created will automatically be available

Auto-Settle Time: _____ AM/PM _____ (If blank, default will be no auto-settle time) To meet 10 p.m. EST Host window, this should be set no later than 8 p.m. to allow Gateway to settle.	Merchant Time Zone: _____ Note: The auto-settle time is based in the merchants time zone. (U.S. time zones only)
--	---

Magtek Reader needed? Yes (If Yes, Magtek Readers are purchase only, see **Shipping Details** if required)

Section 13: Terminal, Software and Pin Based Debit

1. Point-of-Sale Software:

POS Software Name: _____

Capture Type:
(select only one)

- Host Capture
 Terminal Capture

(Default is Host where applicable)

Communication Method:
(select only one)

- Dial Dial Out Prefix (9,8, etc): _____
 VPN/Frame
 NetConnect (If NetConnect, see next sections)

NetConnect Only:

Where is software hosted/configured?
(select only one)

- Corporate Location
 Division Location

NetConnect Only: Contact Name: _____

Phone #: _____

Email Address: _____

2. Equipment/Terminals Information: (Retail)

Purchase/Rental Options:

(select only one – see [Shipping Details](#) if required)

- Purchase (U.S. Only)
 Rental (U.S. and Canada Only)
 Use existing equipment

Capture Type:
(select only one)

- Host Capture
 Terminal Capture

(Default is Host where applicable)

Communication Method:
(select only one)

- Dial Dial Out Prefix (9,8, etc): _____
 Wireless ESN/MAN # _____
(ESN or MAN numbers needed for programming of existing wireless equipment)
 NetConnect (Please see next section for required NetConnect Contact Information)

If purchase or rental, date needed by: _____

Terminal quantity? _____ Terminal/Equipment Type: _____

NetConnect Only: Contact Name: _____

Phone #: _____

Email Address: _____

If Chase Mobile Checkout required please request a Chase Mobile Checkout Transaction and Report Access Form

3. PIN Pad: (Retail)

PIN Pad Type and quantity? (for PIN Debit Only) _____

Quantity: _____

Injection – Will you be using the Chase Paymentech Encryption Key or you do own your own Encryption Key?

Who will be injecting the Encryption Key into your PIN Pad? (select only one – see [Shipping Details](#) if required)

Chase Paymentech Solutions Other -- Vendor Name: _____

4. PIN Debit: (Applicable to retail merchants only)

PIN Debit requires a PIN Pad – please complete PIN Pad section if applicable

If checked above, this division will be setup for the following network vendors with the exception of EBT:
(Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Alaska Options, Jeanie, AFFN, and CU24)

EBT required? Yes

FCS #: _____

(required if processing food stamp transactions)

5. Shipping Details: Equipment/Kits/PIN Pads/ Imprinters Ship To Address (if different from division location)

Attention to: _____

Please ensure a ship to contact will be available to accept shipment (Default will be store manager)

Ship to Address: _____

City: _____ State/Prov: _____ Zip/Postal Code: _____ Country: _____

Ship to contact's phone #: _____ Ship to contact's email: _____

6. Kits and Imprinters: (Additional charges may apply)

Do you require a "Re-Program" Kit?
(Overlay, Quick Reference Guide, etc.)

Yes

Do you require a Welcome Kit?
(includes sales drafts, credit drafts, etc)

Yes

Do you require an Imprinter Plate?

Yes

Do you require an Imprinter?

Yes

Type of Imprinter required:

With Dater

Without Dater

Sales Information

IC Sales Rep: Trip Smith Sales Partner: N/A Software Partner: Tyler Incode

Products & Services

Products: EBPP Cloud Store Cloud Pay Pay by Text IVR OBD Kiosk
 Services: Visa/MasterCard/Discover American Express ACH/EFT

Billers Information

Ownership Type: Utility				Billers Contacts			
Legal Name: City of Washington				Implementation: Michele Scannell			
Address 1: 102 E. Second Street				Phone Number: 252-975-9362		Ext.:	
Address 2:				Email Address: mscannell@washingtbnnc.gov			
City: Washington		State: NC		Zip: 27889		Technical Support: David Carraway	
Phone#: 252-975-9300		Fax #:		Phone Number: 252-975-9331		Ext.:	
Website URL: http://www.washingtonnc.gov/utilities				Email Address: dcarraway@washingtonnc.gov			
Business Open Date: 1775				Marketing: Michele Scannell			
Federal Tax ID#: [REDACTED]				Phone Number: 252-975-9362		Ext.:	
<i>Note: Federal Tax ID and Legal Name must match on all documents.</i>				Email Address: mscannell@washingtbnnc.gov			

Note: Signer must sign ALL documents

Signatory Contact: Matt Rauschenbach **Title:** Administrative Services Director
Phone Number: 252-975-9312 **Ext.:** **Email Address:** mrauschenbach@washingtonnc.gov

Notes/Special Handling

Monthly access fee will be permanently waived and e-billing fees will be free for the first 6 months (beginning after going live) if the City of Washington executes paperwork by September 15th, 2016
 Maximum customer payment amount of \$500

Billers Fees

New Biller Implementation:	\$	0.00	Paperless Presentment: (includes 3 email notifications)	\$	0.30	Per Item	
Biller Portal Access:	\$	50.00	Monthly	IC Payment - Credit Card:	\$	2.65	Per Item
Additional User(s):	\$	0.00	Choose an item.	IC Payment - EFT/ACH:	\$	0.75	Per Item
Online Bank Direct Access:	\$	0.00	Choose an item.	Online Bank Direct:	\$	0.25	Per Item
Invoice Presentment:	\$	0.00	Monthly	EFT/ACH Reject:	\$	10.00	Per Item
Encrypted Reader License Fee:	\$	0.00	Monthly	Charge Back:	\$	10.00	Per Item

BILLER BANK (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)

Name of Checking Account (As it appears on check or Bank Letter): City of Washington

Bank Name: [REDACTED] **Address:** 1422 Carolina Ave, Washington, NC **Phone:** (855) 887-2265

Depository: [REDACTED] **Routing#:** [REDACTED] **Account#:** [REDACTED]

Your invoice payment collections will be electronically deposited into this account.

Fees: [REDACTED] **Routing#:** [REDACTED] **Account#:** [REDACTED]

Invoice and payment processing fees will be electronically deducted from this account.

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the Biller Agreement, Biller T+C and other Order Forms executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (5) agrees that Biller and each transaction submitted will be bound by the Order Form and the Biller Agreement in its entirety; (6) agrees that Biller will submit transactions only in accordance with the information in this Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (7) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. The Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day

Accepted by biller:

X

Corporate Officer

Printed Name

Title

Accepted by Invoice Cloud:

X

Printed Name

Title

Invoice Parameters

Invoice Type:	Utilities	Date:	8/22/2016
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Invoicing Parameters sheet must be completed for each invoice type.

Biller Software:	Tyler Incode	Pricing Model:	Non-Submitter (Chase)
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Payment Methods:	<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> MasterCard	<input checked="" type="checkbox"/> Discover	<input type="checkbox"/> Amex	<input checked="" type="checkbox"/> EFT/ACH	
Services & Products:	<input checked="" type="checkbox"/> EBPP	<input type="checkbox"/> Cloud Store	<input type="checkbox"/> Cloud Pay	<input type="checkbox"/> OBD	<input checked="" type="checkbox"/> IVR	<input type="checkbox"/> Kiosk

Billing Details

Billing Frequency:	Monthly	Number of Bills:	14,000
Number of Cycles:	1	Number of Installments:	1
Average Invoice Amount:	\$165	Highest Invoice Amount:	\$ 125,000.00

Billing Months (please select the applicable months below):
 Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec All

Printed Bills

Bill Mailing Dates:	<input checked="" type="checkbox"/> 1 st - 10 th	<input type="checkbox"/> 11 th - 20 th	<input type="checkbox"/> 21 st - 31 st
Who will provide images of bills?	<input type="checkbox"/> Biller	<input checked="" type="checkbox"/> Template	<input type="checkbox"/> Bill Print Vendor (please complete below)
Bill Print Vendor:	CASH CYCLE SOLUTION	Cont. act.:	Phone No.:

Hardware

Card Readers:	Ipad	QTY:	3	Provided by:	<input type="checkbox"/> Sales Rep	<input checked="" type="checkbox"/> Operations
Per Unit Price:	\$ 25.00	Monthly	Shipping Address: (if different than location address)			
Total Due:	\$ 0.00					

Services Fees

Select from the below to indicate if the service fee will be paid by the Payer or if Biller will absorb fee

Item	Paid by payer		Item	Paid by Biller (Non-Submitter)	
<input type="checkbox"/> Credit Card:	% with \$	Minimum	<input type="checkbox"/> Credit Card:	<input checked="" type="checkbox"/> Flat Free Pricing per transaction	<input type="checkbox"/> Interchange, fees, dues assessments + \$
<input type="checkbox"/> EFT/ACH:	\$	per item	<input type="checkbox"/> EFT/ACH:	\$	per item
<input type="checkbox"/> Flex Pay ACH:	\$	per item	<input type="checkbox"/> Flex Pay ACH:	\$	per item

Utility Invoice Type

Item	Paid by payer		Item	Paid by Biller	
<input type="checkbox"/> Credit Card:	% with \$	Minimum <small>(Without Visa Acceptance)</small>	<input type="checkbox"/> Credit Card:	<input type="checkbox"/> Flat Free Pricing per transaction	<input type="checkbox"/> Interchange, fees, dues assessments + \$
<input type="checkbox"/> EFT/ACH:	\$	Per item	<input type="checkbox"/> EFT/ACH:	\$	Per item

Utility Flat Rate (Flat Rate for Utilities credit cards must be paid by payer)

<input type="checkbox"/> Credit Card	Service Fee:	\$	Max Cap for Credit Cards:	\$
<input type="checkbox"/> EFT/ACH:	Service Fee:	\$	<input type="checkbox"/> Paid by payer	<input type="checkbox"/> Paid by Biller

Interactive Voice Response - IVR

<input type="checkbox"/> Paid by payer	Service Fee + \$	<input checked="" type="checkbox"/> Paid by Biller	\$ 0.00	per item surcharge
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Notes/Special Handling :

Monthly access fee will be permanently waived and e-billing fees will be free for the first 6 months (beginning after going live) if the City of Washington executes paperwork by September 15th, 2016
 Maximum customer payment amount of \$500

1 COMPANY INFORMATION										
Federal regulations require that we collect and retain for our records information to verify merchant identity										
COMPANY LEGAL NAME: City of Washington					TAXPAYER ID					
REGISTERED TRADE NAME				YEAR BUSINESS STARTED			1775			
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX) 102 E. Second Street										
CITY: Washington			STATE: NC		ZIP CODE: 27889					
PRIMARY CONTACT: Matt Rauschenbach					TELEPHONE #: 252-975-9312					
TYPE OF ENTITY										
<input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> LLC* * IF LLC, TAXED AS: <input type="checkbox"/> DISREGARDED ENTITY <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP TYPE OF OWNERSHIP: <input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE <input type="checkbox"/> NON PROFIT <input type="checkbox"/> SUBSIDIARY OF PUBLIC COMPANY <input checked="" type="checkbox"/> OTHER: Municipality										
STATE OF FORMATION: NC			DATE OF FORMATION (MM/DD/YYYY): 01/01/1775							
TRADING SYMBOL			FISCAL YEAR END (MM/DD/YYYY)							
HAS MERCHANT EVER FILED BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO			IF YES, WHAT CHAPTER?		FILING DATE:		EMERGENCE DATE:			
2 OWNERS										
OWNERS MUST PROVIDE SOCIAL SECURITY NUMBER. EACH OWNER SIGNING AUTHORIZES JPMORGAN CHASE BANK N.A. AND PAYMENTECH, LLC, AS PART OF THIS INVESTIGATION, TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST.										
NAME			SOCIAL SECURITY OR TAX ID NUMBER			BIRTHDATE OR DATE OF INCORPORATION				
STREET ADDRESS				TELEPHONE NUMBER						
CITY			STATE		ZIP CODE					
SIGNATURE							PERCENT OWNERSHIP		%	
NAME			SOCIAL SECURITY OR TAX ID NUMBER			BIRTHDATE OR DATE OF INCORPORATION				
STREET ADDRESS				TELEPHONE NUMBER						
CITY			STATE		ZIP CODE					
SIGNATURE							PERCENT OWNERSHIP		%	
DO YOU HAVE ANY ADDITIONAL OWNERS (NOT LISTED ABOVE) THAT HAVE 10% OR GREATER OWNERSHIP, EITHER DIRECTLY OR INDIRECTLY? <input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) <input type="checkbox"/> NO										
NOTE: IF AN ENTITY/PARENT COMPANY IS LISTED IN SECTION 2 ABOVE THAT HAS 10% OR GREATER OWNERSHIP OF THE APPLICANT, IDENTIFY ANY OWNERS (INDIVIDUALS AND/OR ENTITIES) OF THE ENTITY/PARENT COMPANY THAT ULTIMATELY HAVE 10% OR GREATER OWNERSHIP IN THE APPLICANT ON THE ADDITIONAL OWNER/OFFICER ADDENDUM (SALES REPRESENTATIVE WILL PROVIDE)										

▶ 3 KEY DECISION MAKER

COMPANY PRESIDENT:		Matt Rauschenbach (Administrative Services Director)			
(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)					
STREET ADDRESS		102 E. Second Street			
CITY	Washington	STATE	NC	ZIP CODE	27889
COMPANY CFO:					
(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)					
STREET ADDRESS					
CITY		STATE		ZIP CODE	
IS THERE ANYONE NOT LISTED ABOVE WHO HAS THE AUTHORITY TO MAKE FINANCIAL DECISIONS OR CONTROL COMPANY POLICY ON BEHALF OF YOUR BUSINESS?					
<input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) <input type="checkbox"/> NO					

▶ 4 AUTHORIZED ADMINISTRATOR FOR ACCOUNT BOARDING AND IMPLEMENTATION

AUTHORIZED ADMINISTRATOR FOR PURPOSES OF ACCOUNT BOARDING AND IMPLEMENTATION MEANS AN OWNER, PARTNER, OFFICER, EMPLOYEE OR OTHER AGENT OF THE MERCHANT THAT HAS BEEN APPOINTED BY AN EXECUTIVE OF MERCHANT AND WHO IS DULLY AUTHORIZED TO PROVIDE INFORMATION AND EXECUTE DOCUMENTATION ON BEHALF OF AND RELATED TO MERCHANT IN ORDER TO FACILITATE THE INITIAL SET UP OF MERCHANTS'S ACCOUNT WITH CHASE PAYMENTECH. PER CHASE PAYMENTECH POLICY, AUTHORIZED ADMINISTRATORS ARE NOT PERMITTED TO MODIFY THE MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH AFTER COMPLETION OF THE INITIAL SET UP OF MERCHANTS'S ACCOUNT. SUCH CHANGES MUST BE MADE, BY AN EXECUTIVE OR FINANCIAL CONTACT, AS APPLICABLE AND AS THOSE ROLES ARE DEFINED BY MERCHANT.

NAME (please print)	Matt Rauschenbach	TITLE (please print)	Administrative Services Director
TELEPHONE NUMBER	252-975-9300	EMAIL ADDRESS:	mrauschenbach@washingtontnc.gov
SIGNATURE		DATE:	

▶ 5 CERTIFICATION

I, the undersigned, being an officer/principal of _____ represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for a bank to release standard banking information.

(Photocopy of signature below is valid for the release of information and will remain valid until the termination or expiration of the Merchant Agreement)

NAME (please print)	Matt Rauschenbach	TITLE (please print)	Administrative Services Director
SIGNATURE		DATE	

(IF THE SIGNER HAS NOT ALREADY PROVIDED IT ABOVE, A RESIDENTIAL ADDRESS IS PREFERRED, IF AVAILABLE (NO PO BOX OR PAID MAILBOX). IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE.

STREET ADDRESS		102 E. Second Street			
CITY	Washington	STATE	NC	ZIP CODE	27889

PAYMENTECH INTERNAL USE ONLY

SUBMITTER NAME	Invoice Cloud, Inc.
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*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.



SUBMITTER MERCHANT

PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC ("Paymentech" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join Invoice Cloud, Inc. in providing you with state-of-the-art payment processing services. When your Customers pay you through Invoice Cloud, Inc., you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Invoice Cloud, Inc.. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Invoice Cloud, Inc. service. We understand and acknowledge that you have contracted with Invoice Cloud, Inc. to obtain Card processing services on your behalf and that Invoice Cloud, Inc. may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time to time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
 - (1) Accept **all** types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
 - (2) Accept **only** Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
 - (3) Accept **only** Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Invoice Cloud, Inc.. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
 - (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
 - (2) An authorization/approval code was required and not obtained;

- (3) The Transaction was fraudulent;
- (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
- (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. **Data Security and Privacy**

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Invoice Cloud, Inc.. In the event that you do happen to receive Card Information in connection with the processing services provided by Invoice Cloud, Inc. or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. **Funding Schedule**

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: THE EAST CAROLINA BANK

ABA No.: [REDACTED]

Account No. [REDACTED]

Account Name: City of Washington

Reference: _____

6. Definitions

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Invoice Cloud, Inc. from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Paymentech", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Agreed and Accepted by:

City of Washington

MERCHANT LEGAL NAME (Print or Type)

Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of JPMORGAN CHASE BANK, N.A.

By: _____

Print Name: David Miller

Title: Vice President, Credit Operations

Date: _____

Address: 4 Northeastern Boulevard, Salem, NH 03079

Addendum to Application for Merchant Account with Chase Paymentech New Division Request

Date: 8/23/16

Company ID#: [REDACTED]

Projected Live Date: 11/23/16

Section 1: Company Information

Company Legal Name: Invoice Cloud, Inc
 Contact Name: Robert Lapides Phone #: 781-848-3733
 Fax #: 877-256-8330 Email Address: blapides@invoicecloud.com

Transactions processed for this new set up request belong to:

Merchant whose company legal name is represented above...

OR

An Additional Company whose legal name is: City of Washington and is a wholly-owned
 partially owned affiliate registered DBA or other _____ of the merchant noted above.

On behalf of Invoice Cloud Inc
 (Company Legal Name)

I, Robert Lapides, President, GUB Division
 (Print Name) (Title)

verify that the account set-up information is accurate, that I have the authority to make such a request and thus, it should be used to set up an additional account for our company.

Section 2: Report Center and Transaction History Contacts

1. Please be sure to include the information below for all employees who need to access Transaction History and Report Center via Paymentech Online.
2. Standard reporting consists of financial and chargeback activity reports; some reports may have fixed default levels.
3. Please note: You, the merchant, are responsible for advising Chase Paymentech of changes in Paymentech Online contacts. Chase Paymentech assumes no responsibility or liability of any kind for Merchant's failure to advise Chase Paymentech of changes to or elimination of Paymentech Online Users.

Please be sure to complete all fields below:

Mr. Mrs. Ms. Name: Robert Lapides Title: President, GUB Division
 Phone #: 781-848-3733 Fax #: 877-256-8330
 Address: 30 Braintree Hill Office Park, Suite 303 City: Braintree
 State/Prov: MA Zip/Postal Code: 02184 Country: USA
 Email Address: blapides@invoicecloud.com

Does this User require access to: Transaction History Report Center Both

Account Masking: First 6/Last 4 Last 4

Should this User's access mirror another Users access? Yes, provide User ID _____

Does this User have an existing User ID? Yes, provide User ID _____

Mr. Mrs. Ms. Name: Deborah Bowler Title: VP of Operations
 Phone #: 781-848-3733 Fax #: 877-256-8330
 Address: 30 Braintree Hill Office Park, Suite 303 City: Braintree
 State/Prov: MA Zip/Postal Code: 02184 Country: USA
 Email Address: dbowler@invoicecloud.com

Does this User require access to: Transaction History Report Center Both

Account Masking: First 6/Last 4 Last 4

Should this User's access mirror another Users access? Yes, provide User ID _____

Does this User have an existing User ID? Yes, provide User ID _____

For additional Users, please request an additional Report Center and Transaction History form

Section 3: Chargeback Contact: (required) IQA (Manager/supervisor – one who assigns work to MCAs)

MRQA (Manager/supervisor – one who assigns work to MRAs)

NOTE: This is the contact will receive any documents that need to be mailed and/or faxed.

Mr. Mrs. Ms. Name: Carolyn Ambrose Title: Administrative Assistant
Phone #: 781-353-2415 Fax #: 877-256-8330
Address: 30 Braintree Hill Office Park, Suite 303 City: Braintree
State/Prov: MA Zip/Postal Code: 02184 Country: USA
Email Address: cambrose@invoicecloud.com

Does this User require access to: Report Center None

Account Masking: First 6/Last 4 Last 4

Chargeback Contact: (required) MCA (Merchant Chargeback Analyst – one who works the chargebacks)

MRA (Merchant Retrieval Analyst – one who works the retrievals)

NOTE: If no contact information is provided below MCA/MRA roles will be assigned to the IQA/MRQA contact noted above

Mr. Mrs. Ms. Name: _____ Title: _____
Phone #: _____ Fax #: _____
Address: _____ City: _____
State/Prov: _____ Zip/Postal Code: _____ Country: _____
Email Address: _____

Does this User require access to: Report Center None

Account Masking: First 6/Last 4 Last 4

Section 4: Business Unit (if different from division name)

Parent Business Unit Name (if applicable): _____ (up to 30 bytes) Parent Bus. Unit # (if applicable): _____
Business Unit Name: City of Washington (up to 30 bytes) Business Unit #: _____

Section 5: Existing Funds Transfer Instruction (FTI) (if new banking see New Bank Account Information section)

If funds should be deposited to an existing funds transfer instruction please complete the following:

Will this division utilize an existing Funds Transfer Instruction # (FTI#)?
If yes, provide existing FTI # _____
(If FTI # is not provided a NEW Funds Transfer Instruction (FTI#) will be created)

Section 6: Existing Bank Account Information (if new banking see New Bank Account Information section)

If funds should be deposited to an existing bank account but require a NEW Funds Transfer Instruction please complete the following:

Will funds be deposited into an existing Bank Account already set up with Chase Paymentech?
If yes, provide existing Bank Account # _____
(If existing Bank Account # is supplied the New Bank Account section does not need to be completed)

Section 7: New Bank Account Information (Complete this section only if New Bank Account is required)			
Check only one of the 7 options below	Settlement Currency in which we will fund to you	Deposit (Country where your Bank Acct Resides)	Complete all sections listed:
Option #1 <input checked="" type="checkbox"/>	USD	USA	A Only
Option #2 <input type="checkbox"/>	CAD	CAN	B1 and B3
Option #3 <input type="checkbox"/>	USD	CAN	B2 and B3, D3, D4
Option #4 <input type="checkbox"/>	USD	Int'l _____ (list country funds are being deposited in)	C1 to C3, D1, D3, D4
Option #5 <input type="checkbox"/>	<input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR	Euro Bank or <u>SAME</u> as presentment/settlement currency	C1 and/or C2, C3
Option #6 <input type="checkbox"/>	<input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR, <input type="checkbox"/> USD	<u>If DIFFERENT</u> than Settlement Currency Int'l _____ (list country funds are being deposited in)	C1 and/or C2, C3, D1 and/or D2, D4
Option #7 <input type="checkbox"/>	<input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR	CAN	B1 to B3, D1, D4

Note: If this request relates to an account not held at JPMorgan Chase Bank, National Association or Chase Bank USA, National Association, please attach an original voided check (starter check and bank statements not applicable) or a bank letter of verification in order to allow processing of this request.

Section A: U.S. Bank Account Information (Select Only One Method of Transfer)	
<input checked="" type="checkbox"/> ACH	_____ (ABA #)
<input type="checkbox"/> Wire Transfer (See note below)	_____ (Fedwire #)
BIC/Swift Transfer (See note below)	_____ (Swift Code: 8 to 11 characters)
Note: BIC/Swift code is required if your division is located outside of the U.S. or Canada and is settling funds in USD and will be the method of transfer as a default.	
Wire transfer requires both ACH ABA Routing # and Fedwire #.	
Special Wire Instructions: (60 characters)	_____
Bank Account #: _____	Company Name: <u>City of Washington</u> (as appears on bank account)
Financial Institution Name: _____	
City: <u>Washington</u> State: <u>NC</u> Zip/Postal Code: <u>27889</u> Country: <u>United States</u>	
<input checked="" type="checkbox"/> Checking or <input type="checkbox"/> Savings	

Section B: Canadian Bank Account Information (Transfer Method EFT Only)	
B1 Institution Number: _____	EFT Branch Transit Number: _____
B2 BIC/Swift Code: (8 to 11 characters) _____	(required if settlement is USD)
B3 Bank Account # _____	Company Name: _____ (as appears on bank account)
Financial Institution Name: _____	
City: _____ Province: _____ Postal Code: _____ Country: <u>Canada</u>	
<input type="checkbox"/> Checking or <input type="checkbox"/> Savings	

Section C: International Final Destination Bank Account Information (Account Where the Funds are Deposited)

C1	BIC/Swift Code: (8 to 11 characters)																			
C2	Sort Code: (Required in Great Britain Only)																			
C3	IBAN/Bank Account # _____ (IBAN required for all Banking located in European Union Countries)																			
Company Name: (As appears on Bank account) _____																				
Financial Institution Name: _____																				
City: _____				State/Province: _____				Postal Code: _____				Country: _____								
Special Wire Instructions: (60 characters) _____																				

Section D: Corresponding/Clearing Account Information

(For International Deposits going through JPMorgan Chase in London, intermediary is not required. Complete Section C only)

D1	BIC/Swift Code: (8 to 11 characters)																			
D2	Sort Code: (Required in Great Britain Only)																			
D3	Wire Transfer: (USA Only)																			(Fedwire #)
D4	Financial Institution Name: _____																			
City: _____				State/Province: _____				Postal Code: _____				Country: _____								
Special Wire Instructions: (60 characters) _____																				

Section 8: Products and Services

Please indicate if you will be using any of the following additional services. Please note that some of these services may require an additional contract addendum, registration and/or information if you currently do not have the service. (For information on these services, please contact your Chase Paymentech Relationship Manager)

1. **Account Updater** (Visa, MasterCard and Discover for US and Canada Only, Visa and MasterCard for UK Only):
 Submitting or Extracting (if extracting Indicate # of Days: _____ (1-180 days) (if Orbital Gateway default is Submitting))
 Account Updater Visa EU Merchant ID required _____

2. **MC/IM/SW SecureCode** (aka UKDM)

3. **MCID - MasterCard Assigned ID** (6 digit numeric ID required) _____

4. **Static AAV** (Participation requires MC Secure, MasterCard Assigned ID and a MasterCard assigned 28 alpha/numeric code required)

5. **Authorization Recycling** Output Options: Total (recommended) Standard
 # of recycle attempts: _____ (Default is 3 if left blank) # of days between attempts: _____ (Default is 3 if left blank)

Section 9: Taxpayer ID (W-9 required if new U.S. entity and/or taxpayer ID, W-8 required for Canadian entities)

Transaction Division's Taxpayer ID: _____ Legal Entity Name: City of Washington
 (As shown on your Income Tax Return, required for Canadian divisions if processing Discover and/or Diners)

Section 9a: 1099K Contact Information (Required for new U.S. Taxpayer ID's)

1099K Contact Name: Matt Rauschenbach Email address: mrauschenbach@washingtontc.gov
 Contact to receive the 1099K mailing at the address supplied on the W-9, required with W-9's only

Section 10: Transaction Division Information (Required for credit approval and transaction processing)

Transaction Division Name: City of Washington-Utility
 (This field is limited to 30 characters, including spaces)

Currency (list only 1 each per division) Settlement: US Presentment: US
 *** If Cross Currency, please provide both the Presentment and the Settlement Currencies***

Division Location Street Address: 102 E. Second Street
 (Must be a street address, P.O. Boxes not acceptable)

City: Washington State/Province: NC
 (City, State and Postal Code will be utilized for Retail transactions as the primary information on the customer's statement)

Zip/Postal Code: 27889 Country: USA

Section 10a: Transaction Division Information (Required for credit approval and transaction processing)

The following field appears on the customer's statement and identifies the merchant name for the consumer and credit card organizations. To further aid consumer recognition, Visa has sanctioned that the full merchant legal name or the abbreviation of the merchant name be utilized. The abbreviation must be separated from product information by an asterisk (*), which must appear in the 4th, 8th or 13th position. The asterisk cannot be used for Retail Merchants.

Cardholder Descriptor (For all card types with the exception of American Express):

* * *
C i t y * o f * W a s h i n g t o n * * *

Customer Service Phone # (Customer Service Phone # Required for Mail Order, Recurring, and Retail):

2 5 2 - 9 7 5 - 9 3 0 0 _____

URL (URL is optional, if phone number is provided above):

Internet service providers and ecommerce merchants may utilize a URL instead of Customer Service Phone if not processing any Mail-order transactions; URL must only be 13 characters and must contain the top level domain or suffix (example ".com").

Product/Service Description (Enter product/service information; example: clothing, books, membership, etc.):

U t i l i t y _____

MCC Code (Provide MCC utilized for previous processing (this will be considered in conjunction with the product/service description):

_____ Optional

Maximum Sales Transaction Amount	\$ 125,000.00	Avg. Transaction Price:	\$ \$165.00
Maximum Refund Transaction Amount	\$ 25000.00	Avg. # Trans. Per Year:	33600 (Settled Only)
(Default \$25,000 U.S. Dollars or equivalent international currency per transaction)		Projected Refund %:	5BP %

<p>How will your customer provide credit card information when they order your product or service? (Select only one)</p> <p><input type="checkbox"/> Retail</p> <p><input type="checkbox"/> Mail Order</p> <p>(Marketing Material Required)</p> <p><input checked="" type="checkbox"/> Internet</p> <p>(Please complete Internet Transactions section)</p>	<p>How do you market this product or service? (Select only those that apply)</p> <p><input type="checkbox"/> Catalog</p> <p><input type="checkbox"/> Direct Mail</p> <p><input checked="" type="checkbox"/> Internet</p> <p><input type="checkbox"/> Space Ad</p> <p><input type="checkbox"/> Television</p> <p><input type="checkbox"/> Outbound Telemarketing</p> <p><input type="checkbox"/> Other _____</p>	<p>Please select the consumer's payment option for this division: (Select only one)</p> <p><input checked="" type="checkbox"/> Single payments</p> <p><input type="checkbox"/> Installment payments</p> <p><input type="checkbox"/> Deferred payments</p> <p><input type="checkbox"/> Recurring payments (transactions managed by merchant/submitter)</p>	<p>Please check if applicable:</p> <p><input checked="" type="checkbox"/> Bill Payment</p> <p>A Bill Payment transaction is a transaction for an ongoing service/billing cycle that is known and agreed upon in advance by the merchant and cardholder. (i.e. membership or insurance, etc.)</p>
--	---	---	--

Section 10b: Internet Transactions

Please provide full website address: www.invoicecloud.com/INSERT

If Internet is selected and the website is not yet available to consumers, please complete a Marketing Material Supplement form which you may obtain from Merchant Services or your Account Executive.

<p>If Internet, please advise: (Select those that apply)</p> <p><input checked="" type="checkbox"/> SSL</p> <p><input type="checkbox"/> SET</p> <p><input type="checkbox"/> No encryption method</p>	<p>Can a consumer place their order and provide credit card info (or electronic check) via this website?</p> <p><input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No</p>	<p>Is the website secure (i.e., will the information that the consumer provides, such as their name and credit card number, be encrypted) so that it can't be read or intercepted by others?</p> <p><input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No</p>
--	--	--

Section 10c: Profile – billing & delivery of goods and services

<p>Do you stock product? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Do you own the product at the time of sale? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you provide custom orders at time of sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Do you drop ship the product? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what %: _____</p>	<p>Do you fill your own merchandise orders? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, who is your fulfillment service bureau?</p> <p>Fulfillment Contact: _____</p> <p>Phone #: _____</p>
--	---

When will you charge your customer for an order?

Bill Advanced Bill on Order Bill after Shipment Bill Arrears Other:

Section 11a: Methods of Payment

Bill Me Later® payment option (US only)

Green Dot (U.S. only)

JCB (For Yen only)

International Maestro (Transaction type restrictions may apply below for eCommerce and Recurring transactions)

MC SecureCode (Required for IM eCommerce, and/or MCID and Static AAV)

MCID aka MasterCard Assigned ID (Required with Static AAV)

Static AAV/MARP (Required for IM Recurring MC Secure, MCID and a MasterCard assigned 28 alpha/numeric code required)

European Direct Debit For EURO only: (Valid only for Euro currency divisions)

Descriptor (16 bytes)

Default will be the first 16 characters of your Cardholder Descriptor unless otherwise noted

Creditor ID (Provide if existing):

Creditor ID will be provided by Chase Paymentech if not existing

Redeposit Parameter:

Indicate # of days:

The default is "1"

European Direct Debit For GBP only: (Valid only for GBP currency divisions)

Descriptor (7 bytes)

Default will be the first 7 characters of your Cardholder Descriptor unless otherwise noted

Country: UK only

Redeposit Parameter:

Indicate # of days: default is "1"

PayPal (U.S. only)

Payer Email Address:

Note: (Must be a unique email address belonging to the merchants business and must be working at the time of account creation. No two accounts or divisions can share the same Payer email address.)

Customer Service Email Address:

Descriptor: **P A Y P A L *** 18 bytes

Primary Contact Name: Phone:

Email Address:

Business Name:

(75 character limit and must not contain the following characters &, <, and >.)

Customer Service Phone#

Avg Trans Price: \$

Avg Trans/Yr:

Annual Revenue %

(Percentage of annual revenue from online sales)

Primary Sales Venue:

- eBay
- Other Marketplace
- Other
- My Own Website

http:

Authentication Method:

The method by which you (the merchant) will authenticate your customer with PayPal – you must choose only one)

- PayPal Direct
- Cardinal Commerce Centinel (if Cardinal Commerce, complete the next section):

Cardinal Commerce

Are you using CommercialWare Software to facilitate your Paypal Integration? Yes

Time Zone (based on merchant's location): SSL Security: (select one) HTTP or HTTPS

Technical Contact Name: Phone:

Email Address:

Section 12: Processing Methods

1. Who will be submitting transactions to Chase Paymentech?

Merchant Other Co. Name: Invoice Cloud (i.e. fulfillment co. or ecommerce provider)
If known, please provide the Presenter ID # (PID): _____ or Submitter # (SU): _____

2. Will this division utilize?

PayPal/VeriSign
 CyberSource – CyberSource Initiated or Paymentech Initiated

3. NetConnect Batch and/or Online Authorization?

Will you use NetConnect Batch for connectivity? Yes
Will you use NetConnect Online Authorization for connectivity? Yes
NetConnect Contact Name: _____ Phone #: _____
NetConnect Email Address: _____ User ID: _____
(If existing)

4. Will you be using the Orbital Payment Gateway?

Primary Contact: Tony Cordova
Address: 642 E Washington St. City: Brownsville
State: TX Zip/Postal Code: 78520 Country: USA
Phone #: 956-542-6825 Email (required): tcordova@invoicecloud.com

Primary contact must be a contact at this company for security purposes

Primary Contact Level of access: *Merchant or **Chain (default is Merchant)
*Merchant level – only permitted divisions are available. **Chain level - every new division created will automatically be available

Auto-Settle Time: <u>none</u> AM/PM (If blank, default will be no auto-settle time) To meet 10 p.m. EST Host window, this should be set no later than 8 p.m. to allow Gateway to settle.	Merchant Time Zone: _____ Note: The auto-settle time is based in the merchants time zone. (U.S. time zones only)	VT Import Functionality? <input type="checkbox"/> Yes
--	---	--

Profile Management required? Yes Level of access required: (default is merchant level)
Level of access: *Merchant or **Chain (default is Merchant)
*Merchant level – only requested divisions are available. **Chain level - every new division created will automatically be available

Auth Recycling? Yes If Yes, # of recycle attempts: _____ # of days between attempts: _____
(Default is 1, maximum of 4) (Default is 3, maximum of 4)

Hosted PayPage (HPP)? Yes
HPP Contact Name: _____ **Profile Management** required
Address: _____ City: _____
State: _____ Zip/Postal Code: _____ Country: _____
Phone #: _____ Email (required): _____

5. Will you be using the iTerminal? (U.S. Retail divisions only)

Primary Contact: _____
Address: _____ City: _____
State: _____ Zip/Postal Code: _____ Country: _____
Phone #: _____ Email: (required) _____

Primary contact must be a contact at this company for security purposes

Primary Contact Level of access: *Merchant or **Chain (default is Merchant)
*Merchant level – only requested divisions are available. **Chain level - every new division created will automatically be available

Auto-Settle Time: _____ AM/PM (If blank, default will be no auto-settle time) To meet 10 p.m. EST Host window, this should be set no later than 8 p.m. to allow Gateway to settle.	Merchant Time Zone: _____ Note: The auto-settle time is based in the merchants time zone. (U.S. time zones only)
--	---

Magtek Reader needed? Yes (If Yes, Magtek Readers are purchase only, see **Shipping Details** if required)

Section 13: Terminal, Software and Pin Based Debit

1. Point-of-Sale Software:

POS Software Name: _____

Capture Type:

- (select only one)
 Host Capture
 Terminal Capture
(Default is Host where applicable)

Communication Method:

- (select only one)
 Dial Dial Out Prefix (9,8, etc): _____
 VPN/Frame
 NetConnect (If NetConnect, see next sections)

NetConnect Only:

- Where is software hosted/configured?
 (select only one)
 Corporate Location
 Division Location

NetConnect Only: Contact Name: _____
 Email Address: _____

Phone #: _____

2. Equipment/Terminals Information: (Retail)

Purchase/Rental Options:
 (select only one – see [Shipping Details](#) if required)

- Purchase (U.S. Only)
 Rental (U.S. and Canada Only)
 Use existing equipment

Capture Type:
 (select only one)

- Host Capture
 Terminal Capture
(Default is Host where applicable)

Communication Method:
 (select only one)

- Dial Dial Out Prefix (9,8, etc): _____
 Wireless ESN/MAN # _____
(ESN or MAN numbers needed for programming of existing wireless equipment)
 NetConnect (Please see next section for required NetConnect Contact Information)

If purchase or rental, date needed by: _____
 Terminal quantity? _____ Terminal/Equipment Type: _____

NetConnect Only: Contact Name: _____
 Email Address: _____

Phone #: _____

If Chase Mobile Checkout required please request a Chase Mobile Checkout Transaction and Report Access Form

3. PIN Pad: (Retail)

PIN Pad Type and quantity? (for PIN Debit Only) _____ Quantity: _____

Injection – Will you be using the Chase Paymentech Encryption Key or you do own your own Encryption Key?

Who will be injecting the Encryption Key into your PIN Pad? (select only one – see [Shipping Details](#) if required)

Chase Paymentech Solutions Other -- Vendor Name: _____

4. PIN Debit: (Applicable to retail merchants only)

PIN Debit requires a PIN Pad – please complete PIN Pad section if applicable

If checked above, this division will be setup for the following network vendors with the exception of EBT:
 (Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Alaska Options, Jeanie, AFFN, and CU24)

EBT required? Yes FCS #: _____ (required if processing food stamp transactions)

5. Shipping Details: Equipment/Kits/PIN Pads/ Imprinters Ship To Address (if different from division location)

Attention to:

Please ensure a ship to contact will be available to accept shipment (Default will be store manager)

Ship to Address: _____

City: _____ State/Prov: _____ Zip/Postal Code: _____ Country: _____

Ship to contact's phone #: _____ Ship to contact's email: _____

6. Kits and Imprinters: (Additional charges may apply)

Do you require a "Re-Program" Kit? Yes
(Overlay, Quick Reference Guide, etc.)

Do you require a Welcome Kit? Yes
(includes sales drafts, credit drafts, etc)

Do you require an Imprinter Plate? Yes

Do you require an Imprinter? Yes

Type of Imprinter required: With Dater Without Dater

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Washington	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 102 E. Second Street	Requester's name and address (optional)
	6 City, state, and ZIP code Washington, NC 27889	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.											
Notes. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[] [] [] - [] [] - [] [] [] []</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td colspan="2" style="background-color: black; height: 20px;"></td> </tr> </table>	Social security number		[] [] [] - [] [] - [] [] [] []		or		Employer identification number			
Social security number											
[] [] [] - [] [] - [] [] [] []											
or											
Employer identification number											

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ _____
	Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stays in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception under paragraph 2 of the first protocol and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application; line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, S Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

This following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11, and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including national principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-828-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4536, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Government Owned Addendum

(Municipal Utilities, Municipalities, Gov't Agencies)

Rev. GOV 08/2016

This Addendum supplements the Merchant Application And/or Agreement executed and submitted by City of Washington (Merchant Legal Name - "Merchant"). As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant's Application to establish a Merchant account with Paymentech, LLC and JPMorgan Chase Bank, N.A. and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

FUNCTION

Merchant is a Government Entity. Function of Merchant.

Utility

Authorized Purpose of Government Entity?

Utility

Government Website URL

<http://www.washingtonnc.gov/utilities>

Authorized Representative

I, the undersigned, certify:

- that I am an officer or other authorized representative of the Merchant ("Authorized Representative") and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.
- that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.

By submitting this Addendum, Merchant, through the undersigned Authorized Representative

- represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.
- represents and warrants that all information contained within this Addendum is true, complete and not misleading.

Authorized Representative:

Matt Rauschenbach

X

Signature

Print Name

Date