



OCTOBER 8, 2012
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from September 10 & 24, 2012 **(page 4)**

Approval/Amendments to Agenda

Presentation: North Carolina Labor Commissioner Cherrie Berry – NCDOL
SHARPS Award presented to the City's Electric Department
(page 25)

I. Consent Agenda:

- A. Accept/Adopt – Annual Grant from Mid-East Commission Area Agency on Aging **and** Adopt Budget Ordinance **(page 27)**
- B. Approve – Municipal Records Retention and Disposition Schedule **(page 40)**
- C. Adopt – Capital Project Amendment for Stormwater Improvements in Iron Creek (\$50,000) **(page 42)**
- D. Adopt – Budget Ordinance Amendment for Project Next Step (\$240) **(page 44)**

II. Comments from the Public:

III. Public Hearing on Zoning: **6:00 PM**

- A. None –

IV. Public Hearing – Other:

- A. Adopt – Annexation Agreement to extend the City of Washington corporate limits for non-contiguous property owned by Eastern Pride Inc. **(page 46)**
- B. Accept/Adopt – Planning Board recommendation **and** Adopt Ordinance to amend the City of Washington Code of Ordinances to update the Code (text amendments) **(page 53)**

V. Scheduled Public Appearances:

- A. David Plummer – Retail Strategies



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- VI. Correspondence and Special Reports:
A. Memo – None
- VII. Reports from Boards, Commissions and Committees:
A. Human Relations Council (**page 60**)
B. Washington Harbor District Alliance (**page 61**)
C. Financial Reports (**emailed as available**)
- VIII. Appointments:
A. None
- IX. Old Business:
A. Adopt – Annexation Ordinance to extend the City of Washington corporate limits for non-contiguous property owned by Eastern Pride Inc. (**page 63**)
B. Award/Authorize/Adopt/Approve – Civic Center Deck Bid Award **and** Authorize City Manager to execute contract **and** Adopt the Budget Ordinance Amendment **and** Approve corresponding purchase orders (\$129,500) (**page 70**)
- X. New Business:
A. Adopt/Approve – Adopt Capital Project Amendment for Stormwater Improvement Project **and** Approve corresponding purchase order (\$28,364) (**page 93**)
B. Authorize – Staff to Apply for EDA Grant for Various Water and Sewer Projects (**page 97**)
C. Authorize – City Manager to sign Reimbursement Agreement with North Carolina Department of Transportation (**page 98**)
D. Authorize – City Manager to sign a Terminal Building Annex Lease agreement with Tradewind Sky Sports, LLC (**page 101**)
E. Adopt – Resolution – Disposition of vacant lot located at 507 West Second Street (**page 123**)
- XI. Any Other Items From City Manager:
A. Discussion – Determine date for November, 2012 City Council Meeting (November 12, 2012 Veteran’s Day – Holiday)



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- B. Discussion – Water and Sewer charges at 726 North Market Street
- XII. Any Other Business from the Mayor or Other Members of Council
 - A. Discussion – NCLM Updates
 - B. Discussion – Motorized Wheelchairs
- XIII. Closed Session – Under § NCGS 143-318.11(a)(3) Attorney Client Privilege – City of Washington vs. Anne & Harry Meredith, et al (08-CVS-105); (a)(5) Potential Acquisition of Property – property located on 1656 Springs Road owned by Ricky and Brenda Brann, for the potential use of parks and recreation **and** property located at 150 West Main Street owned by Turnage Theater, LLC for the potential use of the arts; (a)(6) Personnel; and(a)(1) Disclosure of Confidential Information under § NCGS 143-318.10 (e), the Public Records Act
- XIV. Adjourn – Until Monday, November _____, 2012 at 5:30 pm, in the Council Chambers at the Municipal Building.

The Washington City Council met in a regular session on Monday, September 10, 2012 at 4:30pm in City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Bobby Roberson, Mayor Pro tem; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Interim Community and Cultural Services Director/Planning Director; Stacy Drakeford, Interim Fire and Police Services Director; Susan Hodges, Human Resources Director; Keith Hardt, Electric Director; Lynn Lewis, Tourism Director; David Carraway, IT; Kristi Hardison, Parks and Recreation Manager and Mike Voss, Washington Daily News.

Mayor Jennings called the meeting to order and Councilman Mercer delivered the invocation.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Pro tem Roberson requested that a sympathy card be forwarded to Ron Kimbel, Deputy City Manager of Charlotte and former City Manager of Greenville, on the loss of his daughter who was killed last week.

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

APPROVAL OF MINUTES FROM AUGUST 13, & AUGUST 27, 2012

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the minutes of August 13 & 27, 2012 as presented.

CLOSED SESSION – UNDER § NCGS 143-318.11(A)(6) PERSONNEL

By motion of Councilman Pitt, seconded by Councilman Brooks, Council entered into Closed Session under NCGS §143-318.11 (a)(6) Personnel at 4:35pm.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council came out of Closed Session at 5:35pm.

**PRESENTATION: MAUREEN O'SHEA – NORTH CAROLINA EMERGENCY
MANAGEMENT FLOODPLAIN PROGRAM**

The National Flood Insurance Program, or NFIP, was instituted in 1968 by Congress and is currently administered by the Federal Emergency Management Agency (FEMA). Historically, private insurance companies were not able to afford to offer flood insurance, and the federal government paid huge sums of money to assist individuals to recover from flood damage. With the NFIP, people who are most at risk of damage due to flooding may purchase insurance, and when flooding occurs, the cost of recovery is at least partially covered by the insurance program. In order to participate in the NFIP, your community has been required to establish, administer, and enforce a floodplain management program that meets or exceeds the minimum standards established by the NFIP as set forth in Title 44, Code of Federal Regulations (CFR), Section 60.3. Though participation in the NFIP is voluntary for communities

meeting NFIP standards, that participation allows local citizens to obtain affordable flood insurance through the NFIP as well as receive most other state and federal disaster assistance. The primary objective of the NFIP and those communities that participate in the program is to reduce the loss of lives and property damage caused by floods.

Flood insurance coverage through the NFIP is only available in communities that have joined the National Flood Insurance Program. In return for this benefit, communities that join the NFIP agree to meet minimum standards for development in flood hazard areas. The City of Washington entered the Emergency Phase of the NFIP October 6, 1972 and the Regular Program on February 2, 1977. This is when the first Flood Insurance Rate Maps were effective for the City. There are currently 1,289 flood insurance policies in force within the City with \$206,209,600.00 in coverage. Since 1972, NFIP has paid \$11,647,947.95 for 900 flood losses in the City of Washington.

The NFIP encourages communities to go beyond minimum floodplain management requirements to reduce the risk of loss due to flooding. In 1990, FEMA implemented the Community Rating System as a way of evaluating those communities that have adopted higher floodplain management practices. The NFIP provides lower insurance premiums as an incentive for doing this. In return for good floodplain management practices, the Community Rating System has rated the City of Washington as a Class 7 community. Therefore, residents and business owners receive a 15% discount on premiums for Standard flood insurance policies inside the SFHA.

This means that insurance premiums in the City of Washington are among the lowest in the North Carolina. The 1,157 Standard NFIP policy holders in the City of Washington will save over \$134,451.60 over the next year. The remaining 135 policies are Preferred Risk Policies for properties outside the 100-year floodplain, and these policies already receive a favorable rate.

Some of the activities for which the City of Washington received CRS credit are:

- Maintaining copies of Elevation Certificates (54 pts.)
- Providing inquirers with flood zone information (140 pts.)
- Mailing a community brochure to all properties in the community annually, & providing flood information through displays in public buildings (74 pts.)
- Requiring final subdivision plats to include flood hazard information (5 pts.)
- Publications & Documents related to floodplain management are available the Washington Public Library; also floodplain information is displayed on the City's website (51 pts.)
- Preserving open space in the flood zone (131 pts.)
- Adopting & enforcing higher standards, in the SFHA (139 pts.)
- Maintaining flood data in a digitized format (106 pts.)
- Stormwater management (80 pts.)
- Floodplain Management Planning (156 pts.)
- Acquiring, demolishing and/or relocating homes from the flood zones & preserving the lots as open space (180 pts.)
- Enforcing regulations for soil & erosion control (59 pts.)
- Enforcing regulations for drainage system maintenance (230 pts.)

- All NC communities receive CRS credit for the State's Dam Safety Program (52 pts.)

North Carolina Emergency Management & FEMA commend all of those in the City of Washington who have made this commitment to floodplain management & to the safety of the community. A plaque from FEMA is provided in recognition of your achievement.



Left to right: Wayne Harrell, Inspections; Maureen O’Shea, NC Emergency Management; Josh Kay, City Manager and Allen Pittman, Inspections.

CONSENT AGENDA

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the consent agenda as presented.

- A. **Adopt – Budget Ordinance Amendment for repair and replacement of promenade fixtures on the waterfront (\$9,956)**

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2012-2013

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$9,956 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-40-6124-1501, Maint/Repair Grounds, Waterfront Docks portion of the General Fund appropriations budget be increased in the amount of \$9,956 to provide funds for the repair and replacement of promenade lights on the waterfront.

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 10th day of September, 2012.

Attest:

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

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

B. Adopt – Budget Ordinance Amendment for the Electric Fund (\$16,798)
 AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
 OF THE CITY OF WASHINGTON, N.C.
 FOR THE FISCAL YEAR 2012-2013

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

Section 1. That the following accounts and amounts be increased in the Electric Fund revenue budget:

| <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-----------------|---------------------------|---------------|
| 35-90-3920-9100 | Installment Note Proceeds | \$15,805 |
| 35-90-3991-9910 | Fund Balance Appropriated | 993 |
| | Total | \$16,798 |

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

| <u>Department</u> | <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-------------------|-----------------|----------------------------|---------------|
| Substation Maint. | 35-90-8370-7401 | Installment Note Purchases | \$15,805 |
| Debt Service | 35-90-4020-8300 | Installment Note Principal | 688 |
| Debt Service | 35-90-4020-8301 | Installment Note Interest | 305 |
| | Total | | \$16,798 |

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 10th day of September, 2012.

Attest:

s/Cynthia S. Bennett, CMC
 City Clerk

s/N. Archie Jennings, III
 Mayor

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

- Requisition’s #11879, 11880, 11881, 11882, 11883, 11884, & 11885, \$190,805 to Power Secure for generator catalyst/silencer & monitoring equipment to meet EPA requirements, account 35-90-8370-7401. \$175,000 budgeted.
- Requisition #11952, \$21,009 to Piedmont Truck Center for vehicle #413 truck chassis & requisition #11954, \$9,192.42 to Quality Truck Bodies for truck body & gate, account 30-90-7250-7401. \$38,000 budgeted.
- Requisition #11953, \$21,009 to Piedmont Truck Center for vehicle #457 truck chassis & requisition #11955, \$6,528.62 to Quality Truck Bodies for truck body, account 34-90-5710-7401. \$30,000 budgeted.

COMMENTS FROM THE PUBLIC: NONE

PUBLIC HEARING ON ZONING: NONE

PUBLIC HEARING – OTHER: NONE

SCHEDULED PUBLIC APPEARANCES: NONE

MEMO – INSPECTION BUDGET TRANSFER

The Budget Officer transferred \$2,000 of funding between the Planning and Inspection departments of the General Fund to provide additional funds needed for the purchase of a vehicle for the Inspections department.

REPORT – LOAD MANAGEMENT DEVICE INSTALLATION

Load Management Device Installation Report

Project Start Date : October 2010

| | August 2012 | Project to Date |
|---|-------------|-----------------|
| Total Load Management Device Installations | 51 | 1,518 |
| Total Accounts Added with Load Management | 31 | 1,172 |
| Appliance Control Installations | | |
| Air Conditioner / Heat Pump | 43 | 1,239 |
| Auxiliary Heat Strip | 20 | 612 |
| Electric Furnace | 2 | 227 |
| Water Heater | 21 | 938 |
| Total Encumbrances to Date | | |
| Load Management Devices | | \$65,600 |
| Contractor Installations | \$15,000 | \$175,000 |
| Total Project Encumbrances | | \$240,600 |
| Total Expenses to Date | | |
| Load Management Device Purchases | | \$65,600 |
| Contractor Installation Expenses | \$4,625 | \$163,400 |
| Total Project Expenses | | \$229,000 |
| Average Cost per Load Management Device Installed | | \$151 |
| Average Installed Cost per Controlled Appliance | | \$76 |
| Load Management Devices Remaining in Stock | 982 | |

HUMAN RELATIONS COUNCIL

Scheduled Public Appearances:

Interim Fire and Police Services Director, Stacy Drakeford reviewed the program of officers patrolling the neighborhoods in the City of Washington. Chief Drakeford explained he implemented this procedure approximately the 2nd week of his coming to Washington. Mr. Drakeford is hoping to accomplish the following:

- Make sure the citizens know the faces of our officers
- One on one interaction

Two purposes this should lead to:

- Building trust (requires effort from both officers and citizens – citizens will become familiar with the officer in their neighborhood)
- Regenerate/restart community watch programs throughout our neighborhoods

Councilman Mercer shared the experience he had in his neighborhood with the interaction between the citizens and the officers and voiced he was very impressed with this type of policing.

Ms. Deborah Ryals, Chairperson/president of Ruth's House explained the project and enlightened Board members on where they are now. Ms. Ryals shared things they have been working on and what they see as pathways to success and pitfalls to avoid. She voiced the target date to open the shelter (Ruth's House) will be in October and that they are partnering with the Center for Family Violence (office located on 2nd Street). The Center for Family Violence offers all sorts of programs and counseling for individuals fleeing domestic violence. Also, Ms. Ryals reiterated that Ruth's House welcomes all who wish to be on their board.

Update – Multicultural Festival 2012 – Board member Howard provided an update on the Multicultural Festival noting the meeting dates of the subcommittee. Ms. Howard shared that **Allen Jordan** correction **Joey Toler** forwarded an email suggesting using the Boys & Girls Club for a rain date. The committee has not been able to obtain a bid from PC Sound but the Beaufort County Arts Council has a very good sound system should the need arise. The Festival will require \$250 in support of programs according Executive Director, Joey Toler, of Beaufort County Arts Council.

Discussion items – Council Liaison Pitt – Councilman Pitt discussed Mr. Frank Deese, Mayor of Marshville and “Ban the Box” campaign.

FYI – items addressed at this time – inclusive of June and July reports submitted to City Council on July 23, 2012 and August 13, 2012.

FINANCIAL REPORTS (emailed as available)

Councilman Mercer inquired about the amount listed in the airport subsidy account. He noted that the amount should be no more than \$50,000, but the financial reports indicated \$54,066. Mr. Kay explained that he will research this inquiry and forward his findings to Council.

APPOINTMENTS – TO HISTORIC PRESERVATION COMMISSION

Mayor Jennings requested that Council appoint Geraldine McKinnley to the Historic Preservation Commission. By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council appointed Geraldine McKinnley to the Historic Preservation Commission to fill the expired term of Kasey Stamey term to expire June 30, 2015.

A vacancy still remains on this commission.

ADOPT – BUDGET ORDINANCE 2011-2012 PROJECTS NOT COMPLETED

City Manager, Josh Kay explained the budget ordinance to Council noting that the following projects budgeted in the prior year were not completed nor provided for in the current year budget:

- Purchase of two computers: \$2,500 Planning and Fire Department
- Sports Complex Improvements: \$5,174 restricted donated funds
- Vision 100 Grants: \$581,355 airport improvements grants

Councilman Mercer expressed concern in carrying funds over from a prior budget year.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council adopted a budget ordinance amendment to appropriate funds for projects that were budgeted in 2011-2012 and not completed. Motion carried 4-1 with Councilman Mercer opposing the motion.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the following accounts of General Fund revenue budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2011-2012:

| | | |
|-----------------|---------------------------|----------|
| 10-00-3991-9910 | Fund Balance Appropriated | \$ 7,674 |
|-----------------|---------------------------|----------|

Section 2. That the following accounts of General Fund appropriations budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2011-2012:

| | | |
|-----------------|---------------------------|--------------|
| 10-10-4910-7000 | Non-Capitalized Purchases | \$ 1,250 |
| 10-10-4340-7000 | Non-Capitalized Purchases | 1,250 |
| 10-40-6130-7300 | Other Improvements | <u>5,174</u> |
| | Total | 7,674 |

Section 3. That the following accounts of Warren Field Airport Fund revenue budget be increased by the respective amounts indicated for projects budgeted but not completed in 2011-2012:

| | | |
|-----------------|--------------------------|---------|
| 37-90-3490-0006 | Grant Funds 36237.38.8.1 | \$ 38 |
| 37-90-3490-0007 | Grant Funds 36237.38.9.1 | 63,795 |
| 37-90-3490-0008 | Grant Funds FY 11/12 | 150,000 |
| 37-90-3453-0005 | Grant Funds 36244.51.8.1 | 309,387 |

| | | |
|-----------------|---------------------------|-----------|
| 37-90-3991-9910 | Fund Balance Appropriated | 58,135 |
| | Total | \$581,355 |

Section 4. That the following accounts of Warren Field Airport Fund appropriations budget be increased by the respective amounts indicated for projects budgeted but not completed in 2011-2012:

| | | |
|-----------------|---------------------------|-----------|
| 37-90-4530-4512 | Vision 100 Grant 38.8.1 | \$ 42 |
| 37-90-4530-4513 | Vision 100 Grant 38.9.1 | 70,883 |
| 37-90-4530-4514 | Vision 100 Grant FY 11/12 | 166,667 |
| 37-90-4530-4521 | Vision 100 Grant 51.8.1 | 343,763 |
| | Total | \$581,355 |

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 10th day of September, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

ADOPT – BUDGET ORDINANCE AMENDMENT FOR OUTSTANDING PURCHASE ORDERS FROM FY 11/12 (\$931,926)

City Manager Josh Kay explained that at the close of fiscal year 2011-2012 the City had the following amount of outstanding purchase orders, by fund, issued for contracts and merchandise:

| | |
|------------------|-----------|
| General Fund | \$253,364 |
| Water Fund | 139,795 |
| Sewer Fund | 138,112 |
| Storm Water Fund | 76,505 |
| Electric Fund | 290,740 |
| Airport Fund | 15,582 |
| Solid Waste Fund | 15,200 |
| Cemetery Fund | 1,165 |
| Façade Fund | 1,463 |
| | \$931,926 |

Funding for these outstanding purchase orders is restricted in fund balance June 30, 2012. Therefore, the funding needs to be appropriated in the current fiscal year for spending.

Councilman Mercer discussed his concerns with carrying over purchase orders from prior years. Mr. Kay stated that there have been delays from the vendor regarding the purchase order for the new phone system and stated the new system should be in place before January 1, 2013. Councilman Mercer also had concerns with the Terra Ceia electric rebuild and requested a breakdown of costs for this project. Staff will forward the requested cost breakdown to Council.

By motion of Councilman Brooks, seconded by Councilman Mercer, Council adopted a budget ordinance amendment in the amount of \$931,926 for purchase orders outstanding from fiscal year 2011-2012 that are being brought forward into fiscal year 2012-2013 for payment.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council voted that if the specific transfer and purchase order for the VOIP phone system is not completed by the end of the calendar year, then the purchase order will be voided.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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 12/13 in order to satisfy existing contracts, grant obligations, and purchase orders at the end of last fiscal year.

Schedule A. General Fund

| | |
|--------------------------------|---------------|
| Council | \$492 |
| Finance | 8,577 |
| Information Systems | 17,994 |
| Billing | 1,176 |
| Municipal Building | 5,217 |
| Miscellaneous | 101,120 |
| Police | 4,696 |
| EMS | 108 |
| Planning/Zoning | 8,130 |
| Powell Bill Allocation | 81,103 |
| Public Works Administration | 702 |
| Library | 957 |
| Recreation Administration | 1,176 |
| Recreation Events & Facilities | 3,346 |
| Senior Programs | 976 |
| Athletics & Programs | 391 |
| Waterfront Docks | 840 |
| Aquatic Center | 4,059 |
| Parks & Grounds | <u>12,304</u> |
| Total | \$253,364 |

Schedule B. Water Fund

| | |
|-----------------------|----------------|
| Public Works Director | \$402 |
| Water Treatment Plant | 3,149 |
| Water Maintenance | 11,280 |
| Water Construction | <u>124,964</u> |
| Total | \$139,795 |

Schedule C. Sewer Fund

| | |
|----------------------------|---------------|
| Wastewater Maintenance | \$27,500 |
| Wastewater Construction | 36,470 |
| Wastewater Treatment Plant | 48,736 |
| Sewer Lift Stations | <u>25,406</u> |
| Total | \$138,112 |

Schedule D. Storm water Fund

| | |
|------------------|----------|
| Operations | \$76,505 |
| Nutrient Control | <u>0</u> |
| Total | \$76,505 |

Schedule E. Electric Fund

| | |
|-------------------------|----------------|
| Utility Communications | 390 |
| Meter Services | 1,200 |
| Substation Maintenance | 84,460 |
| Load Management | 4,300 |
| Power Line Maintenance | 16,623 |
| Power Line Construction | <u>183,767</u> |
| Total | \$290,740 |

Schedule F. Airport Fund

| | |
|------------|----------|
| Operations | \$15,582 |
|------------|----------|

Schedule G. Solid Waste Fund

| | |
|------------|----------|
| Operations | \$15,200 |
|------------|----------|

Schedule H. Cemetery Fund

| | |
|------------|---------|
| Operations | \$1,165 |
|------------|---------|

Schedule I. Façade Program

| | |
|------------------------------------|---------|
| Economic Development-Façade Grants | \$1,463 |
|------------------------------------|---------|

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

| | |
|-----------------------------------|---------|
| General Fund Balance Appropriated | 253,364 |
| Water Fund Balance Appropriated | 139,795 |
| Sewer Fund Balance Appropriated | 138,112 |

| | |
|--|--------------|
| Storm Water Fund Balance Appropriated | 76,505 |
| Electric Fund Balance Appropriated | 290,740 |
| Vision 100 Grant Funds 36237.38.9.1 | 3,857 |
| Vision 100 Grant Funds 36244.51.8.1 | 8,371 |
| Airport Fund Balance Appropriated | 3,354 |
| Solid Waste Fund Balance Appropriated | 15,200 |
| Cemetery Fund Balance Appropriated | 1,165 |
| Facade Program Fund Balance Appropriated | <u>1,463</u> |
| Total | \$931,926 |

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 10th day of September, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**APPROVE – PURCHASE OF ELGIN STREET SWEEPER THROUGH NJPA CONTRACT
AND APPROVE CORRESPONDING PURCHASE ORDER (\$237,943)**

| <u>Vendor</u> | <u>Cost Per Unit</u> | <u>Delivery</u> | <u>Less Trade-In</u> |
|------------------------|----------------------|--------------------------|----------------------|
| Public Works Equipment | \$237,943.00 | 90 days | N/A |
| | | Grand Total \$237,943.00 | |

Mr. Kay explained that \$240,000 is included in the current budget for a new street sweeper. Councilman Mercer inquired the need for the dual chassis system. Mr. Kay explained this allows for steering systems on both sides of the cab to allow safe and effective use of the sweeper which allows the driver to always be on the side of the cab next to the curbing. The dual chassis system cost an additional \$10,000.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council approved the purchase an Elgin Street Sweeper from Public Works Equipment and Supply Inc. through NJPA contract #031710-FSC and approved the corresponding purchase order.

**ADOPT/MEMO – MEMO ELECTRIC SYSTEM TREE TRIMMING AND ADOPT BUDGET
ORDINANCE AMENDMENT FOR THE ELECTRIC FUND - TREE TRIMMING
DISTRIBUTION LINE**

Mr. Kay reviewed both budget amendment request and memo regarding tree trimming along transmission and distribution lines.

(begin memo from Keith Hardt, Electric Director) Over the course of the past sixteen years the City of Washington has always employed at least one contract tree trimming crew for right-of-way maintenance along the City’s electric system. During at least five budget years we have employed a second contract tree trimming crew due to above average vegetation growth due to warm winters and above average rainfall seasons. We are currently experiencing one of these extremely high growth periods. We have

determined that additional contract tree trimming resources are needed to keep up with the electric system trimming needs. Only to compound the issue the twelve year tenure crew supervisor and both remaining employees for our contract crew left the company six months ago and we have had three different crew supervisors during the past six months. This slows production and requires a great deal of staff time to train the new crew to our system and trimming needs.

Listed are the particulars:

Fourteen miles of transmission feeder have been identified where there is severe tree contact and burning as well as significant tree overhang. The contact and burning which causes voltage sags (brownouts) and circuit operations (outages) for customers served from these parts of our electric system.

Recommendation: Employ a contract tree crew for eight weeks with specialized cutting equipment so as to clear the areas in the shortest amount of time.

- Time Required: 8 weeks
- Unit Cost: \$4400 per week
- Total Cost: \$35,200

There is significant growth along all of the rural areas of the electric system. Due to the growth and labor issues noted above we are experiencing a high number of contacts and visual inspections are revealing many areas of vegetation burning where these contacts are occurring.

Recommendation: Employ a second tree clearing crew for sixteen weeks to assist the existing crew in trimming.

- Time Required: 16 weeks
- Unit Cost: \$3360 per week
- Total Cost: \$53,760

You requested that I obtain pricing for right-of-way clearing for the electric feeder from US 264 East to Old Bath Highway east of Forest Hills subdivision adjacent to Mr. Smithwick's property. The electric feeder on this right-of-way is a main feeder that serves residential, commercial, and industrial customers along Old Bath Highway, Highland Drive and Slatestone Road. Washington High School and Weir Valves are the two largest customers served from this electric feeder. Our monitoring equipment at these two customer sites has produced reports of tree contacts on the electric feeder. This area is not accessible to conventional tree trimming equipment and will require specialized equipment to perform the clearing. The cost for this clearing is \$118,260.

Recommendation: I recommend that we do not clear this right-of-way. I also recommend that a plan is developed to relocate this electric feeder so as to eliminate the need for right-of-way maintenance now and in the future. This relocation plan will be developed by staff and can be constructed with existing force account crews. The estimated material cost for this relocation is \$140,000 and will be included in the FY 2013-14 electric fund budget requests.

These trimming needs are significant and were not included in the current fiscal year budget. At the time the budget was prepared we were not observing the growth that we have seen in the last nine months and we were not anticipating the loss of our experienced crew members.(end memo)

Councilman Mercer expressed concern with the amount of funds that will be spent on tree trimming this budget year with a cost of \$275,000, almost \$50-60,000 more than in other years. Mr. Hardt noted there are 400 miles of electric lines that need to have the trees trimmed. Councilman Mercer asked if the purchase order could be written for eight weeks with the option to renew and Mr. Hardt answered, “yes”. Mayor Pro tem Roberson inquired if the work could be completed in the noted 16 weeks and Mr. Hardt stated that it could be completed. Council continued discussions regarding tree trimming and the amount of time needed to complete the work.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adopted a budget ordinance in the amount of \$53,760 for the electric fund and approved the corresponding purchase orders.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the Estimated Revenues in the Electric Fund be increased in the amount of \$53,760 in the account Fund Balance Appropriated, account number 35-90-3991-9910.

Section 2. That account number 35-90-8380-4501, Contract Service - Tree Trimming, Powerline Maintenance portion of the Electric Fund appropriations budget be increased in the amount of \$53,760.

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 10th day of September, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**ADOPT – BUDGET ORDINANCE AMENDMENT FOR THE ELECTRIC FUND – TREE
TRIMMING TRANSMISSION LINE**

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council adopted a budget ordinance in the amount of \$35,200 for the electric fund and approved the corresponding purchase orders.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the Estimated Revenues in the Electric Fund be increased in the amount of \$35,200 in the account Fund Balance Appropriated, account number 35-90-3991-9910.

Section 2. That account number 35-90-8380-4501, Contract Service - Tree Trimming, Powerline Maintenance portion of the Electric Fund appropriations budget be increased in the amount of \$35,200.

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 10th day of September, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

APPROVE – CANCELLATION AND INVALIDATION OF THE NOTICE OF DECISION AND ORDER TO REPAIR REGARDING THE STRUCTURE LOCATED AT 507 WEST 2ND STREET

City Manager, Josh Kay explained that the Washington Historic Preservation Commission approved an issuance of a Notice of Decision and an Order to Repair the dwelling on the property located at 507 West 2nd Street in 2010. The owner of the property conveyed the property to the City of Washington. The City offered the property for sale in order to repair the structure. The City’s attempt to award a bid to improve the property was unsuccessful. In 2012 the Historic Preservation Commission approved a Certificate of Appropriateness to demolish the dwelling. The demolition and removal of the structure was completed in August 2012. Therefore, the original Notice of Decision and Order to Repair the dwelling should be cancelled.

Notice of Decision and Order to Repair 2010
COA approved for demolition April 2012
Demolition Complete —August 2012

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the Cancellation and Invalidation of the Notice of Decision and Order to Repair regarding the structure located at 507 West 2nd Street.

CANCELLATION AND INVALIDATION OF ORDER REGARDING 507 WEST SECOND STREET

THIS CANCELLATION AND INVALIDATION of the “Order” described below is executed by the City of Washington for the purposes herein expressed.

W I T N E S S E T H

WHEREAS, the Historic Preservation Commission for the City of Washington issued a Notice of Decision Determining Demolition by Neglect and Order to Repair (“Order”) to Timothy Evans dated November 4, 2008 for the dwelling on his property located at 507 West Second Street, Washington, North Carolina. Said Order required Mr. Evans to begin within ninety (90) days of receipt of the Order, and complete within nine (9) months of said beginning date, the repair of those elements of said dwelling that were deteriorating, contributing to deterioration, deteriorated, or otherwise undergoing or constituting demolition by neglect; and

WHEREAS, the Order was recorded in the Beaufort County Register of Deeds in Deed Book 1665 at Page 747; and

WHEREAS, by deed dated January 27, 2010 by and between Timothy M. Evans and wife, Darlene C. Evans, and to the City of Washington recorded in Deed Book 1710 at Page 461 of the Beaufort County Registry, a portion of the subject property, including the dwelling located thereon, was conveyed to the City of Washington; and

WHEREAS, on April 3, 2012, the Historic Preservation Commission for the City of Washington granted the City of Washington a Certificate of Appropriateness to demolish the dwelling located on the subject property; and

WHEREAS, the dwelling located on the subject property was demolished and removed by the City of Washington on or before August 13, 2012.

NOW THEREFORE, in light of the foregoing and to serve as public notice, this document is being recorded in order to clarify that said Order no longer has any legal effect, is invalidated and that any cloud on the title to the subject property created by said Order shall be lifted hereby.

IN WITNESS WHEREOF, after due authority given, the CITY OF WASHINGTON has caused this Cancellation and Invalidation of Order to be signed in its name by its Mayor, and attested by its Clerk.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

Councilman Mercer discussed the lot located at 507 West Second Street. He suggested that the lot be declared surplus and sold to either of the adjoining property owners. Mayor Pro tem Roberson stated it would not be advantageous for the commercial property located in front of the lot because they couldn't use it for off street parking. The lot could be leased to the residential property owner. Mayor Jennings suggested that staff review all of the properties owned by the City.

**ANNOUNCEMENT: PUBLIC INPUT FORUM REGARDING DOCK MASTER FACILITIES –
5:30PM, 9-11-12 AT THE GRACE MARTIN HARWELL SENIOR CENTER**

**UPDATE – MEETING WITH BEAUFORT COUNTY SCHOOL BOARD BUILDING AND
GROUND COMMITTEE – (MAYOR JENNINGS)**

Mayor Jennings updated Council on a brief meeting he attended with the Beaufort County School Board Building and Grounds Committee. The committee was advised that if they wanted to keep Kugler Field that was understandable, the city would in-turn, like to be released from any implied or actual commitment regarding repairs. If the Board does not have a stated use or if they wanted to consider transitioning that property and responsibility back to the City, then that could be done as well. This would all be done with respect to current agreements already in place, most specifically the football league that uses the facility. The School Board will take this under consideration at their upcoming planning retreat. Mayor Jennings advised that all groups will be kept updated.

LETTER FROM LINDA WHITE DISTRIBUTED TO COUNCIL

Mr. Kay advised that all building codes have been met, but we will continue to have conversations with her and try to assist her in a remedy for her concerns. Mayor Pro tem Roberson suggested that staff verify that all zoning codes have been met.

**COUNCIL MEMBERS ACKNOWLEDGED THE
9/11 NATIONAL DAY OF SERVICE AND REMEMBRANCE**

ADJOURN

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adjourned the meeting until September 24, 2012 at 5:30pm.

(Subject to the Approval of the City Council)

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

DRAFT

The Washington City Council met in a continued session on Monday, September 24, 2012 at 5:30pm in City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Bobby Roberson, Mayor Pro tem; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney. Councilman Ed Moultrie was absent.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Interim Community and Cultural Services Director/Planning Director; Stacy Drakeford, Interim Fire and Police Services Director; Susan Hodges, Human Resources Director; Keith Hardt, Electric Director; Lynn Lewis, Tourism Director; David Carraway, Network Administrator; Kristi Hardison, Parks and Recreation Manager and Mike Voss, Washington Daily News.

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

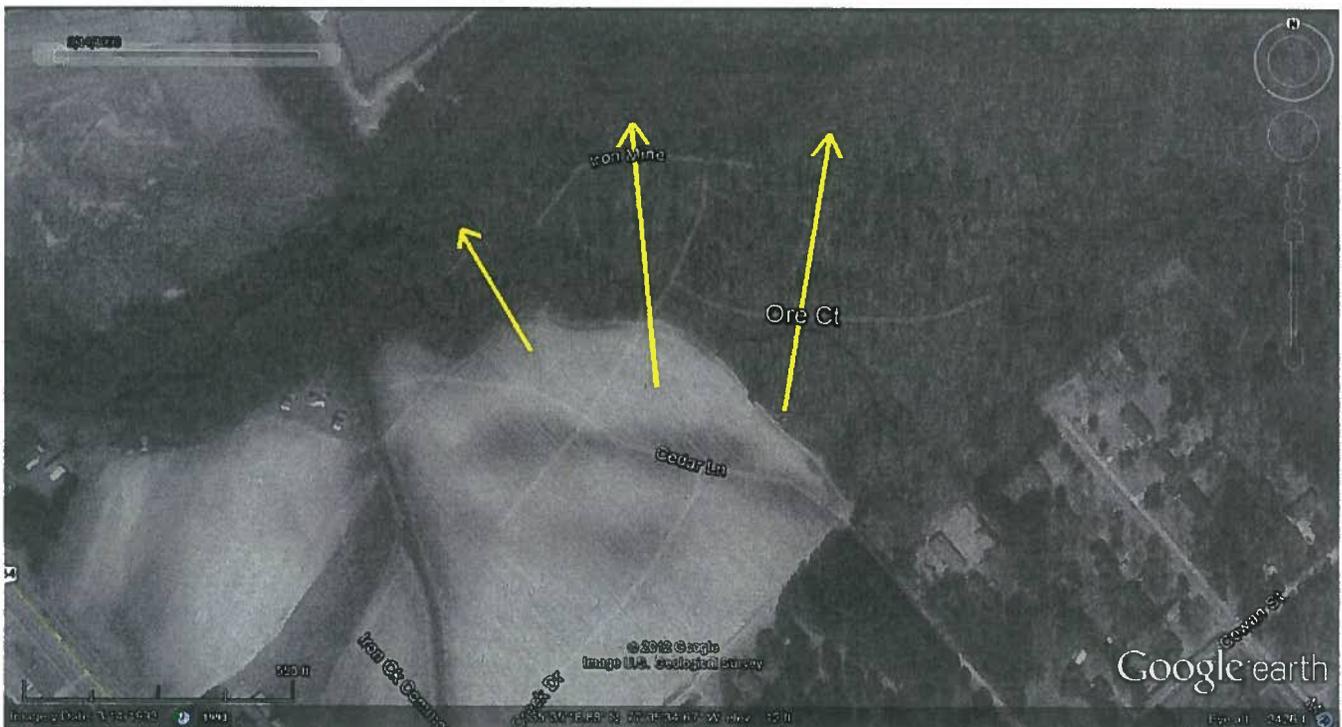
APPROVAL/AMENDMENTS TO AGENDA

Councilman Mercer requested adding a brief discussion of other drainage issues in the City. Mayor Jennings requested adding an update from a public appearance that he made on Sunday.

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

DISCUSSION – IRON CREEK DRAINAGE

City Manager, Josh Kay explained the following slide shows the drainage route of storm water in 1993, prior to the building of Iron Creek Subdivision.



Issues:

- Drainage Design
 - Roads are conduit for water movement to Mitchell’s Branch
- Parallel Ditches
 - Bottom of ditch to crown of Ore Court is 2.74 ft of fall
- Groundwater Level



Mr. Kay discussed the drainage ditch that drains into Mitchell’s Branch. He also noted that he has met with members of the Corps of Engineers concerning the issues at Iron Creek.

Possible Solutions?

- Ditch & Culvert Mucking
 - Cost: Estimated \$30,000 - \$40,000
 - Concerns:
 - Accessibility due to yard fencing
 - Only positive impact would occur by mucking east side of Ore Drive due to Mitchell’s Branch water level
 - Effect – Marginal
- Storm-water Pumping Station
 - Cost: Over \$2 million
 - Concerns
 - Permitting
 - Time to complete



Charles Daniels and Suzanne Anderson discussed their concerns with the drainage issues at Iron Creek Subdivision and Iron Creek Commons. Council members discussed various options to attempt to remedy the drainage/flooding issues at Iron Creek Subdivision. Mr. Lewis will meet with Ms. Anderson on location Tuesday, Sept. 25th at 10:00am to look at the flooding concerns she has at Iron Creek Commons. Allen Lewis, Public Works Director explained that there are multiple issues that contribute to the drainage/flooding issues.

- Drainage Design
- Roads are conduit for water movement to Mitchell's Branch
- Parallel Ditches
- Bottom of ditch to crown of Ore Court is 2.74 ft of fall
- Groundwater Level

Council, by consensus, agreed with staff's recommendation of mucking out the ditch east of Ore Drive and culvert at Ore Drive at an estimated cost of \$30,000 - \$40,000 (120 cubic yards). Mr. Kay explained that funding for the "mucking project" will be covered by remaining funds from the storm water bond. Staff was directed to prepare the necessary budget ordinance amendment and Council Action form to be presented for Council's consideration on October 8th. Staff will meet with the Corps

of Engineers to begin the process for permitting for mucking out the remainder of the ditch. Council requested a topographical map of the area surrounding and including Iron Creek Subdivision.

OTHER DRAINAGE ISSUES IN THE CITY

Councilman Mercer explained that he feels it is time for the Planning Board to revisit dedicated storm water retention ponds. He further discussed drainage/flooding concerns near Clark’s Neck Road and Hwy. 264 as well as Mt. Olive College. Maintenance of drainage ditches was also addressed. Council needs to address other areas of drainage concerns in the City that were addressed in the Jack’s Creek Drainage Study.

Buzz Cayton discussed flooding and drainage concerns in and around the Mount Olive College area. He noted that Mount Olive College has plans to expand their study curriculum to include a Master’s Degree Program.

UPDATE FROM A PUBLIC APPEARANCE MADE BY MAYOR JENNINGS

Mayor Jennings and Chief Drakeford attended a service at Harvest Church on Sunday, September 23rd. The City was presented with gifts to the Fire, Police and City of Washington each in the amount of \$1,000. The gift was given in the spirit of sewing a seed and investing back into the community. Mayor Jennings challenged Council to think of ways to make the best use of the gift and to find a way to use it to honor its spirit and pay dividends for years to come.

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting until October 8, 2012 at 5:30pm.

(Subject to the Approval of the City Council)

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

MEMORANDUM

To: Josh Kay, City Manager

From: Keith Hardt, P.E., Electric Utilities Director

Reference: Presentation: North Carolina Labor Commissioner Cherrie Berry
- NCDOL SHARPS Award presentation to the City's Electric
Department

Meeting Date: 8 October 2012

The City of Washington's Electric Department achieved the North Carolina Department of Labor's SHARP (Safety and Health Achievement Recognition Program) Accreditation last month. NC Labor Commissioner Berry will present the accreditation to the employees of the City's Electric Department on Monday, October 8th 2012 at 5:30 during the City Council's regular monthly meeting.

Commissioner Berry's staff requests a short break after the presentation.



SHARP

Safety & Health Achievement Recognition Program

For

PUBLIC SECTOR

Recognizing Public Sector Employers that establish and maintain Effective safety and health programs.

Accreditation Benefits Include:



Employee involvement in keeping costs down and quality and productivity up in State and Local Agencies



FREE professional safety & health mentoring



Reduced workers' compensation costs



Reduced OSH compliance inspections



State and Local recognition.



SHARP

What Is SHARP Public Sector?

SHARP Public Sector is a **NEW** program that recognizes certain categories of Public Sector Employers who have developed and maintained effective safety and health programs. Categories included at this time are: School-Maintenance, Public Works, Sheriff/Police, Public Utilities, Fire/EMS, and Parks & Recreation.

SHARP Public Sector is a system of exemptions from planned OSH compliance inspections for those employers who comply voluntarily with the applicable standards.

SHARP Public Sector is a process for getting employees involved in driving improvements in their safety and health program as well as in quality and productivity.

Program Requirements:



Abate all hazards identified by Consultants



Score well on the Safety and Health Assessment conducted by Consultants



Maintain injury/illness rates at or below the NC PSIM Public Sector Targeting Analysis Report; and

October 8, 2012
Page 26 of 127



Submit a written request for **SHARP Public Sector** participation.

Application:

Fill out a Consultation Request form to improve your workplace; and

Request a FULL-service Safety and Health Consultative Visit. Consultation Request forms may be obtained online at our Website or by calling (919) 807-2899.

Consultation Request Forms:

www.nclabor.com/osha/consult/request_consultation.pdf

Consultation Safety and Health Programs:

www.nclabor.com/osha/consult/consult.htm

For additional information regarding Consultative Services and our other safety programs, contact bureau chief John R. Bogner Jr. at (919) 807-2905 or via e-mail at John.Bogner@labor.nc.gov.



Cherie Berry

Commissioner of Labor

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City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi H. Roberson, Parks and Recreation Manager
Date: October 8, 2012
Subject: Accept annual grant from Mid-East Commission Area Agency on Aging and adopt budget ordinance
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council accept the grant from the Mid-East Commission Area Agency on Aging in the amount of \$32,753 and adopt a budget ordinance to adjust the FY 12-13 budget appropriations and estimated revenue to match the grant award.

BACKGROUND AND FINDINGS:

The Grace Martin Harwell Senior Center has been awarded the annual grant to support and promote senior health and general Senior Center operations in the amount of \$32,753 with a \$6,251 cash match. The estimated grant revenue, appropriations, as well as the cash and in kind matches were budgeted in the FY 12-13 original budget. These estimated numbers now need to be adjusted to the funds actually awarded.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant Agreement/Contract

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JK* Concur October 8, 2012 Denial _____ No Recommendation 10/2/12 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the Estimated Revenues in the General Fund be decreased in the amount of \$7,247 in the account Mideast Grant - Recreation, account number 10-40-3621-3300.

Section 2. That the Estimated Revenues in the General Fund be decreased in the amount of \$5,749 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 3. That the following account numbers be decreased in the amounts indicated:

| | | |
|-----------------|-----------------------------------|--------------|
| 10-40-6123-0200 | Salaries | \$ (491) |
| 10-40-6123-4504 | Mideast Grant – Ctr. Operations | (5,673) |
| 10-40-6123-4509 | Mideast Grant – Caregiver Support | (6,665) |
| 10-40-6123-4500 | Mideast Grant Match | <u>(167)</u> |
| | | \$ (12,996) |

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

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

Adopted this the 8th day of October, 2012.

MAYOR

ATTEST:

CITY CLERK

**CONTRACT FOR AGING SERVICES
 PROVIDED THROUGH THE OLDER AMERICANS ACT AND
 STATE APPROPRIATED FUNDS FROM
 MID-EAST COMMISSION AREA AGENCY ON AGING**

THIS AGREEMENT, entered into as of this 1st day of July, 2012, by and between City of Washington Grace Martin Harwell Senior Center, (hereinafter referred to as the "Contractor") and the Mid-East Commission Area Agency on Aging, (hereinafter referred to as the "Commission").

WITNESSETH THAT:

WHEREAS, the Commission desires to engage the Contractor to render certain services in connection with an activity(ies) financed in part by Title III-F Older Americans Act grant funds provided to the Commission from the United States Department of Health and Human Services through the North Carolina Division of Aging; and/or state appropriations for aging services made available through the North Carolina Division of Aging; and

WHEREAS, the Contractor desires to render such services in connection with the said activity(ies).

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Employment of the Contractor. The Commission hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein. The terms set forth in this Agreement for payment, continuation, or renewal are contingent upon the receipt of funds by the Commission.
2. Scope of Services. Contractor shall do, perform and carry out in a satisfactory and proper manner the following work and services:

| <u>Service</u> | <u>Federal/State Dollars</u> | <u>Local Match</u> |
|---|----------------------------------|------------------------|
| Health Promotion/Disease Prevention (220) | \$ 4,000 | \$ 444 |
| General Purpose (176) | \$11,753 | \$ 3,918 |
| Senior Center Operations (170) | \$17,000 | \$ 1,889 |

All services are to be performed in full compliance with the North Carolina Division of Aging Service Standards and Definitions, a copy of which has been furnished to and studied by the Contractor.

The Contractor shall give priority for services to those older persons with the greatest economic or social needs, with particular attention to low income minority individuals.

Conditions of this Agreement, if any, must be satisfactorily addressed as specified in Schedule A. The Commission may withhold payments under this Agreement until these conditions are satisfied.

3. Contract Administrator. The contract administrator for the Commission shall be Cynthia Davis, Aging Program Director. The contract administrator for the Contractor shall be Carolyne Everett, Special Populations Supervisor.

It is understood and agreed that the contract administrator for the contractor shall represent the Contractor in the performance of this Agreement. The Contractor shall notify the Commission in writing if the administrator changes during the contractual period.

4. Time of Performance. The services of the Contractor are to commence no later than July 1, 2012 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30, 2013.
5. Option to Renew Agreement. Contingent upon the availability of federal and/or state funds from the North Carolina Division of Aging, and the Contractor's having satisfactorily performed the contractual requirements set forth in this Agreement, the Contractor will have the option to renew this Agreement, for a twelve month period, commencing July 1, 2013 and ending June 30, 2014. The option to renew is applicable only to those services that generate units of service and is exercised as follows: The Commission will notify the Contractor of receipt of Title III and state appropriations from the Division of Aging and of any change in the volume of units to be provided during the second year of the Agreement. If the Contractor wishes to exercise its option to renew, the Contractor shall respond to this notification via certified mail within the timeframe specified in the notification, indicating its willingness to enter into a twelve-month renewal period.
6. Terms of Renewal. The unit cost of the renewal period will remain the same as the initial Agreement with the following exceptions:
 - a) The Commission may negotiate an increase in unit cost up to 10%, if for the renewal period units are to be reduced. The Commission reserves the option to negotiate a lower unit rate if units are increased or other factors warrant such considerations.
 - b) The Commission may negotiate a unit cost increase on the basis of an increase in the Consumer Price Index (CPI). If the Contractor proposes to increase unit costs on the basis of an adjustment in the CPI, the Contractor must demonstrate to the satisfaction of Commission that the adjustment is applicable to the provision of the service prior to Commission approval.
 - c) Unit cost may be adjusted on the basis of anticipated and justifiable increases or decreases in program income receipts.
 - d) Unit cost may be adjusted based upon an increase or decrease in other resources which affect the net service cost.

7. Compensation and Payments to the Contractor. The Contractor shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Commission. The total compensation to be paid the Contractor under this Agreement may not exceed the amount set forth in paragraph 2. The AAA unit rate is based upon the projected expense and revenues as specified in the Unit Cost Computation Worksheet. This worksheet shall become a part of the Agreement. The Commission's obligation to pay the Contractor any amount under this Agreement is conditioned upon receipt of funds from the Division of Aging.
- a) Method of Payment. After the first month, Contractor shall submit a monthly report to the Commission on the number of service units delivered and capital cost through the end of prior month for reimbursement. All financial and MIS reports must be submitted by the Contractor to the Commission by the third working day of each month. Funding will not be requested that month from the Division of Aging if reports are received later than the tenth working day, but will be requested the following month.
 - b) Reallocation of Grant Funds. It is understood and agreed that in the event the Contractor's rate of progress on this Agreement is leading to the under- utilization of the funds allocated, and if the Contractor cannot demonstrate how funds will be utilized during the Agreement period, then upon notice to the Contractor, the Commission may decrease the total compensation to be paid hereunder in order to reallocate to other Agreements.
 - c) Revision to the Budgeted AAA Unit Cost. The Commission will consider revisions to the AAA unit rate, as specified in paragraph 2, after January 1, upon the written request of the Contractor. A request to revise the budget by increasing unit cost and decreasing units will be approved by the Commission only if circumstances relating to such a request are beyond the control of the Contractor. With the exception of private-non-profit agencies with no history of providing the contracted services, errors in calculating or estimating service expenses and revenues will not be considered a circumstance outside the control of the Contractor so as to justify a request for a budget adjustment. Reimbursable unit cost may be adjusted up to fifteen (15%) percent. The Contractor is limited to two budget adjustments per funding source between January 1 and May 30. Additional adjustments may be required or approved by the Division of Aging.
8. License and Permits. The Contractor shall maintain all required licenses, permits, bonds, and insurance required for carrying out contractual services, as specified in paragraph 2. The Contractor shall notify the Commission immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds, or insurance shall be a basis for the Commission to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.
9. Disaster Assistance. In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster-related situations, the Contractor shall cooperate with requests for assistance from the Commission on behalf of the elderly individuals.

10. **Participant Input.** The Contractor shall, with the assistance of the Commission, develop a procedure for providing elderly service recipients with an opportunity to assess and evaluate the program. This assessment shall be performed on an annual basis.
11. **Program Income.** No person age sixty or older receiving services under the terms of this agreement shall be required to pay any part of the cost of the service(s). However, older persons shall be given the opportunity by the Contractor to make a contribution toward the cost of the service(s) they receive and may be informed of the total unit cost of the services incurred by the Contractor. Older persons' financial contributions and all other funds generated by the Contractor as a result of Agreement activity, including interest earned on any funds under this Agreement, shall be considered program income. Program income must be fully accounted for by the Contractor, reported to the Commission, and used during the Agreement period to offset the cost or enhance the quantity of the services provided.
12. **Collection of Required Matching Resources.** Recognizing its obligation to provide matching resources under this agreement, the Contractor hereby agrees to secure and contribute in-kind to the project the required local matching resources, where applicable. Minimum local matching requirements, based upon net project costs, are as follows:

| | |
|---------|-----|
| In-Kind | 10% |
|---------|-----|

Net project costs shall mean total project costs less program income received. The Commission will not be obligated to make any payments (as required by paragraph 7(a) until the Contractor shall deposit to the project account, or otherwise furnish to the project, the required local match for the grant funds requested. In no case shall the local match directly or indirectly consist of federal funds or state funds from any source, or amounts paid to the Contractor under this Agreement. The Commission will monitor the local match during their assessment visits.

13. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the Commission. All personnel engaged in the work shall be fully qualified.
14. **Approval of Subcontract or Assignability.** The Contractor shall not assign all or any portion of its interest in this Agreement, nor shall any of the work or services to be performed under this Agreement by the Contractor be subcontracted, without the prior written approval of the Commission.
15. **Management Information System (MIS) Requirements.** All program performance and financial reports must conform to the requirements of the Division of Aging's automated Management Information System (MIS). The Contractor will be required to participate in the automated MIS by supplying the necessary and required input data. The Contractor will also be required to

attend appropriate training workshops by the Division of Aging or the Area Agency on Aging. Failure to comply with these requirements shall be a basis for the Commission to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause. Contractors are required to participate in the MIS users fee. The fee shall apply to each of the units generating services specified in paragraph 2 and shall be based upon the following formula:

Estimated unduplicated persons (X) rate (.25) X Contractual Months = Fee

A proportionate share of this fee shall be transmitted to the Commission quarterly.

16. Documentation of Units and Associated Expenses and Revenues. The Contractor shall maintain documentation which demonstrates that services reimbursed by the Commission are in full compliance with the Division of Aging Service Standards. Further, the Contractor must maintain full documentation of all expenses and revenues associated with the delivery of contractual services. The Contractor documentation shall include: timesheets for each employee showing time spent on services for clients; receipts for any supplies purchased for use on this Agreement; any applicable subcontract expenditures; all applicable overhead and indirect expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service. The Contractor shall maintain all financial and program records for a period of three (3) years from the date of final payment under this Agreement for inspection by the Commission, the North Carolina Division of Aging, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Contractor's records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
17. Inspections. Authorized representatives of the Commission and the North Carolina Division of Aging may at any reasonable time review and inspect the Project activities and data collected pursuant to this Agreement. All reports and computations prepared by or for the Contractor shall be made available to authorized representatives of the Commission and the North Carolina Division of Aging for inspection and review at any reasonable time in the Contractor's office. Approval and acceptance of such material shall not relieve the Contractor of its professional obligation to discover and correct at its expense, any errors found in the work. To ensure adequate review and evaluation of the work, and proper coordination among interested parties, the Commission shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Commission's staff will conduct scheduled onsite assessments and may also make unannounced visits for the purpose of evaluating the Contractor's work.
18. Compliance with Requirements of the Commission, United States Department of Health and Human Services, State of North Carolina, and North Carolina Division of Aging. The Contractor agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Title III of the Older Americans Act of 1965, as amended, and/or applicable State Law, and that all services will be performed in strict conformity to such existing regulations and any such regulations validly promulgated subsequent to the execution of this Agreement. The Contractor

shall be bound by the applicable terms and conditions of the Notification of Grant Award executed by the Commission and the North Carolina Division of Aging. Said Notification of Grant Award is on file in the office of the Commission and is hereby made a part of this Agreement as fully as if the same were attached hereto. The Contractor further agrees to comply with any and all applicable standards for service which are or may be specified by the North Carolina Division of Aging and which are hereby made a part of this Agreement as fully as if set forth herein.

19. Data to be Furnished to the Contractor. All information which is existing, readily available to the Commission without cost and reasonably necessary, as determined by the Commission's staff, for the performance of this Agreement by the Contractor shall be furnished to the Contractor without charge by the Commission. The Commission, its agents and employees, shall fully cooperate with the Contractor in the performance of the Contractor's duties under this Agreement.
20. Rights in Documents, Materials, and Data Produced. Contractor agrees that at the discretion of the Commission, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Commission upon termination or completion of the work. Both the Commission and the Contractor shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
21. Identification of Document. All reports and other documents completed as part of this Agreement shall bear on title pages of such reports, or documents, the following legend: "Prepared by Contractor under Agreement with Mid-East Commission." The date (month and year) in which the document was prepared and source of federal funds shall also be shown.
22. Interest of Contractor. The Contractor covenants that neither the Contractor nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Contractor's service hereunder in an impartial and unbiased manner. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Contractor as agent, subcontractor or otherwise.
23. Interest of Members of the Commission and Others. No officer, member or employee of the Commission, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

24. Officials not to Benefit. No members of or delegates to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise herefrom.
25. Equal Employment Opportunity.
- (a) The Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of race, color, handicap, religion, age, sex or national origin. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (p.l. 88-352) and all requirements imposed by or pursuant to the Regulation to assure that subcontractors and applicants selected for employment are treated during employment without regard to their race, color, handicap, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations, rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities. The Contractor certifies that it presently has in effect an affirmative action program. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Contractor state that Contractor is an "Equal Opportunity Employer."
 - (b) The Contractor shall make no distinction because of race, color, handicap, religion, sex or national origin in providing to eligible individuals any services or other benefits under projects financed in whole or in part with Older Americans Act funds. (This provision excludes age since the Older Americans Act serves only older persons by design and law.)
 - (c) The Contractor shall keep such records and submit such reports concerning characteristics of applicants for employment and employees as the Commission and the North Carolina Division of Aging may require.
 - (d) The Contractor agrees to comply with such guidelines as the Commission or the North Carolina Division of Aging may issue to implement the requirements of this paragraph.
26. Audit. The Contractor agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging Policy and Procedures, and Federal Office of Management and Budget (OMB) Circulars applicable to the Contractor's organizational structure. Audits for state and local governmental agencies shall meet the requirements specified in OMB Circular A-128. Audits for all other Contractors shall meet the requirements specified in OMB Circular A-133. This audit is to be performed and resolved within six months of the close of the contractual period and must cover the period of the contract. If the Contractor's fiscal year is different than

the period July 1 to June 30, a copy of all audit reports covering the period July 1 to June 30 must be provided. In addition to the audit report, the Contractor shall submit a completed Unit Cost Computation Worksheet which reflects actual cost and revenue data for fiscal year 1997-98 by 12/15/98. The audit shall be performed by an independent firm of Certified Public Accountants. Revenues and expenditures for this program must be clearly and separately stated with the audit report. Upon completion of the audit, the Contractor shall deliver to the Commission a copy of the audit report and any opinion letter. The Contractor agrees to submit to any additional review as deemed necessary by the Commission, the State of North Carolina, or the Federal Government. The Contractor agrees to permit monitoring by the Commission, its staff and appropriate representatives, and to comply with such reporting procedures as may be established by the Commission. The Contractor further agrees that all pertinent financial records shall be made available for copying upon request by the State or Federal Government, or their agents.

27. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the Contractor is responsible to the Commission clarifying any audit exceptions that may arise from any Commission assessment, contractor's single or financial audit, or audits conducted by the State or Federal Government. In the event that the Commission or the Department of Human Resources disallows any expenditure made by the Contractor for any reason, the Contractor shall promptly repay such funds to the Commission pending the resolution of any appeal that the provider may file in accordance with paragraph 32.
28. Indemnity and Insurance. The Contractor agrees to indemnify and save harmless the Commission, its agents and employees from and against any and all loss, cost, damages, expense and liability arising out of the Contractor's performance of this Agreement. The Contractor, at its expense, shall procure and maintain for the duration of this Agreement, the following policies of insurance to cover losses which occur during the contract period:
- (a) Automobile bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$25,000 each person. \$50,000 each occurrence bodily injury liability and \$10,000 each occurrence property damage liability. If the Contractor is funded to provide transportation services, then insurance to cover medical payments shall also be required.
 - (b) Workers Compensation and Occupational Disease Insurance meeting the statutory requirements of the State of North Carolina and employers' liability insurance for an amount of not less than \$100,000.
 - (c) If the Contractor, with the permission of the Commission, subcontracts any of the work or services under this Agreement, then the Contractor shall require the subcontractor to carry the appropriate insurance and to save harmless the Contractor and the Commission.

Certificates of Insurance reflecting such coverage must be furnished to the Commission and shall contain the provision that the Commission be given thirty days written notice of any intent to amend or terminate such policies by either the Contractor or the insuring company.

29. Contractor is to perform hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Commission and the Contractor, shall be incorporated in written amendments to this Agreement.
30. Termination of the Contract for Cause. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Commission shall have the right to terminate this Agreement by giving the Contractor written notice of such termination no fewer than 15 days prior to the effective date of the termination. If for just cause the Contractor is unable to perform the contractual service(s) specified in paragraph 2, the Contractor shall have the right to such termination no fewer than 15 days prior to the effective day of the termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Commission become its property. The Contractor shall be entitled to receiving just and equitable compensation for any work satisfactorily performed under this Agreement. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Commission shall have the right to terminate this Agreement by giving the Contractor written notice of such termination no fewer than 15 days prior to the effective date of the termination.
31. Termination for Convenience. The Commission may terminate this Agreement for the convenience of the Commission at any time by giving written notice to the Contractor of such termination and specifying the date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected shall, at the option of the Commission, become its property. If this Agreement is terminated by the Commission, as provided in this paragraph, the Contractor will be paid an amount equal to the budgeted AAA cost multiplied by the number of units actually provided during the Agreement period less payments of compensation previously made by the Commission. Provided, however, if this Agreement is terminated because of default by the Contractor, the provisions of paragraph 30 hereof shall prevail.
32. Disputes. Any disputes which arise in the interpretation of this Agreement shall be resolved in the following manner:
- (a) A letter must be written to the Executive Director of the Commission stating the exact nature of the complaint, and requesting a hearing. Upon receiving the letter of complaint, the Executive Director will forward a copy of such letter to the Chairman of the Commission Board, the Chairman of the appropriate advisory committee, and the staff person responsible for that particular program area. The initial appeal must be submitted within ten (10) working days after action has taken place which constituted the appeal.

- (b) The Executive Director of the Commission will hold a consultation with the person/organization filing the complaint. The person will be allowed sufficient time to present his case and will be requested to answer questions.
- (c) If a hearing is still desired, a meeting of the Aging Advisory Committee will be held upon written request stating the exact nature of the complaint from the person/organization filing a complaint. This person will be allowed sufficient time to present this case and will be requested to answer questions.
- (d) The next appeal must be made directly to the Commission making a written request stating the exact nature of the complaint to the Chairman of the Board. The Chairman will advise the person/organization filing the complaint of the date and time that he is scheduled to appear before the Board of Directors. Sufficient time will be allowed for presentation of the complaint and that person/organization will be requested to answer questions. The Commission will be requested to answer questions. The Commission Board of Directors will render a decision regarding the complaint within thirty days following the hearing.
- (e) The next appeal must be made to the N.C. Division of Aging and must be in written form stating the exact nature of the complaint to that agency with a copy sent to the Commission. The Contractor has thirty days from the date of the adverse decision by the Commission Board of Directors to file an appeal with the Director of the Division of Aging. The State Agency will inform the person/organization filing the complaint of its appeals procedures and will inform the Commission that a complaint has been filed. Procedures thereafter will be determined by appeals process of the State Agency. State Agency address is as follows:

Director
North Carolina Division of Aging & Adult Services
2101 Mail Service Center
Raleigh, NC 27699-2101

33. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina and all questions of interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to specific resolutions of their respective governing bodies or boards, as of this day and year first above written.

CITY OF WASHINGTON GRACE MARTIN HARWELL SENIOR CENTER

ATTEST:

BY: _____

TITLE: _____

DATE: _____

MID-EAST COMMISSION
AREA AGENCY ON AGING

ATTEST:

Cynthia Davis
Cynthia Davis, Area Agency on Aging
Program Director

BY: Timothy M. Baynes
Timothy M. Baynes, Executive Director

DATE: 9/18/12

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: Janet E. Dodge, FD 9/18/12
Janet Dodge, Mid-East Commission Finance Officer



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: September 27, 2012
Subject: Approval of *Municipal Records Retention and Disposition Schedule*
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council approve the *Municipal Records Retention and Disposition Schedule* dated September 12, 2012.

BACKGROUND AND FINDINGS:

The *Municipal Records Retention and Disposition Schedule* is a document that allows every department to dispose of records listed in the schedule. The new edition includes new listings and expands series description and disposition instructions. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified in the *schedule*. Records are authorized to be destroyed or otherwise disposed of after Council adopts the schedule without having to go back to Council for further approval each time records need to be disposed of. The new schedule supersedes the schedule approved in 2009 and will remain in effect from the date of approval until it is reviewed and updated again.

PREVIOUS LEGISLATIVE ACTION

August 27, 1997
April 8, 2002
September 21, 2009

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Signature page

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JC Date October 8, 2012 Recommend Denial _____ No Recommendation _____
Page 40 of 127

10/2/12

MUNICIPAL
Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, It is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records including electronic records not listed in this schedule are not authorized to be destroyed.***

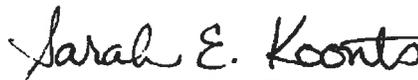
This local government agency and the Department of Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods which allow these records to be destroyed when "*administrative value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "*destroy when administrative value ends.*" If a municipality does not establish internal policies and retention periods, the municipality is not complying with the provisions of this retention schedule and is not authorized by the Department of Cultural Resources to destroy the records with the disposition instruction "*destroy when administrative value ends.*"

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

City/Town Clerk

Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor



Linda A. Carlisle, Secretary
Department of Cultural Resources

Municipality: _____

September 10, 2012



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 09-27-12
Subject: Adopt Capital Project Amendment for Stormwater Improvements in Iron Creek (\$50,000).
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council adopt a capital project amendment to re-allocate funds for stormwater improvements in Iron Creek in the amount of \$50,000, and approve the corresponding purchase order.

BACKGROUND AND FINDINGS:

As directed by City Council at the September 23, 2012 Council meeting, attached is a budget amendment for stormwater improvements in Iron Creek. This amount (\$50,000) should cover the expense related to mucking out the bottom of the ditch that runs parallel with Ore Court, crosses Ore Drive to a point approximately 325 feet west of Ore Drive towards Mitchell's Branch. This is the limit of work that can be done without a permit from the US Army Corps of Engineers (USACE). We are in the process of getting prices for this work and will award the work as soon as possible as long as it does not exceed the budgeted amount.

PREVIOUS LEGISLATIVE ACTION

Most recently, September 23, 2012, budget ordinance amendment.

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

See attached Budget Ordinance Amendment.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: October 8, 2012 (if applicable)
City Manager Review: *AL* Concur Recommend Denial No Recommendation 10/2/12 Date

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE FOR
THE RECOVERY ZONE BOND STORM WATER PROJECTS
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the following accounts in the Storm Water Capital Project be increased or decreased by the following amounts to provide funds for Iron Creek drainage improvements:

| | | | |
|-----------------|--------------|----|-----------------|
| 58-90-5710-4500 | Construction | \$ | 50,000 |
| 58-90-5710-9900 | Contingency | | <u>(50,000)</u> |
| | Total | \$ | 0 |

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 8th day of October, 2012.

MAYOR

ATTEST:

CITY CLERK



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: October 8, 2012
Subject: Project Next Step Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment for a Project Next Step contribution.

BACKGROUND AND FINDINGS:

A United Way donation was designated for Project Next Step.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Attorney Review: ___ Date By: ___ (if applicable)
Finance Dept Review: ___ Date By: ___ (if applicable)
City Manager Review: JL Concur ___ Recommend Denial ___ No Recommendation
10/2/12 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the following accounts and amounts be increased in the General Fund revenue budget for the Project Next Step contribution:

| <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-----------------|-----------------------|---------------|
| 10-10-3431-8400 | Contributions- Police | \$ 240 |

Section 2. That the following accounts and amounts be increased or decreased in the departments indicated of the General Fund appropriations budget:

| <u>Department</u> | <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-------------------|-----------------|-------------------------|---------------|
| Police Department | 10-10-4310-5602 | Matl's Public Education | \$ 240 |

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 8th day of October, 2012.

MAYOR

ATTEST:

CITY CLERK



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: September 24, 2012
Subject: Public Hearing: Conduct Public Hearing on annexation agreement to extend the City of Washington corporate limits for non-contiguous property owned by Eastern Pride Inc.
Applicant Presentation: N/A
Staff Presentation: John Rodman, Planning & Development

RECOMMENDATION:

I move City Council approve the adoption of the ordinance establishing an annexation agreement with Washington Park to extend the City of Washington corporate limits for the non-contiguous annexation of the Eastern Pride Inc. property located at 620 River Road and containing 1.76 acres contingent on the approval of an annexation agreement with the Town of Washington Park.

BACKGROUND AND FINDINGS:

At the June 11, 2012 City Council Meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the non-contiguous property currently owned by Eastern Pride.

The Council decided to delay the adoption of the annexation ordinance to extend the City of Washington corporate limits for the non-contiguous annexation of the Eastern Pride Inc. property until the approval of an annexation agreement with the Town of Washington Park.

PREVIOUS LEGISLATIVE ACTION

Delayed Adoption of Ordinance – July 23, 2012
Held Public Hearing – October 8, 2012

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached map, legal description & annexation agreement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK October 8, 2012 Recommend Denial
Page 48 of 127
____ No Recommendation 10/2/12 Date

**AN ORDINANCE ESTABLISHING AN ANNEXATION AGREEMENT BETWEEN
THE CITY OF WASHINGTON, NORTH CAROLINA, AND
THE TOWN OF WASHINGTON PARK, NORTH CAROLINA**

WHEREAS, Chapter 160A, Cities and Towns; Article 4A, Extension of Corporate Limits; Part 6, Annexation Agreements, of the North Carolina General Statutes authorize municipalities to enter into binding agreements concerning future annexation in order to enhance orderly planning by such municipalities as well as by residents and property owners in areas adjacent to such municipalities.

WHEREAS, North Carolina General Statute § 160A-58.23 authorizes two or more municipalities to enter into agreements in order to designate one or more areas which are not subject to annexation by one or more of the participating municipalities, thereby allowing one such municipality to potentially propose annexation within the area the other municipality has agreed not to annex.

WHEREAS, the City of Washington (City) and Town of Washington Park (Town) desire to enter into this Annexation Agreement (Agreement) in order to designate a certain area as not subject to annexation by the Town, enhance orderly planning by the municipalities as well as by residents and property owners in and around such certain area, and thereby allow the City to potentially propose annexation within such certain area.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Washington, North Carolina, and the Town Board of Commissioners for the Town of Washington Park, North Carolina, pursuant to said relevant statutory authority, and for and in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows.

Section 1. **DURATION**. This Agreement shall terminate five (5) years after its effective date.

Section 2. **AREA SUBJECT TO AGREEMENT**. The area subject to this Agreement is that certain tract or parcel of land having an address of 620 River Road in Long Acre Township, Beaufort County, North Carolina, more particularly described as follows: See Exhibit A.

Section 3. **AGREEMENT NOT TO ANNEX**. The Town agrees that it has no intention to annex, and will not annex, the above described area for the duration of this Agreement.

Section 4. **EFFECTIVE DATE OF AGREEMENT**. The effective date of this Agreement is October 8, 2012, or the date the last participating municipality adopts an ordinance approving this Agreement, whichever date is later.

Section 5. **WAIVER OF NOTICE**. Pursuant to North Carolina General Statute § 160A-58.24(a)(5), the Town hereby waives any written notice, including the related

notice time period, from the City should the City propose to annex the above described area or a portion thereof during the term of this Agreement.

Section 6. **OTHER NECESSARY OR PROPER MATTERS.**

- a. By virtue of the respective, duly authorized signatures below, the parties hereto warrant that, after having published a notice for a public hearing as required by North Carolina General Statute § 160A-58.24(c) as well as North Carolina General Statute § 160A-31(c), each participating municipality hereto held a public hearing on this Agreement and, following said hearing, adopted this Ordinance approving this Agreement.
- b. **Modification.** This Agreement may only be modified by a subsequent agreement entered into by the parties hereto after a duly noticed public hearing or hearings as required by North Carolina General Statute § 160A-58.24 and the adoption of ordinances approving such subsequent agreement.
- c. The City received a Petition Requesting a Non-Contiguous Annexation (“Petition”) of the area described herein dated April 5, 2012, and, on May 14, 2012, adopted a Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31. The City Clerk presented the City Council with a Certificate of Sufficiency dated June 4, 2012 concerning said Petition and, on June 11, 2012, the City Council adopted a Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 that scheduled a public hearing on said Petition during the City Council meeting set for July 23, 2012. As more specifically provided for hereinabove, the Town hereby waives any notice, including the related notice time period, prior to the City’s consideration and potential adoption of an annexation ordinance concerning the above described area.
- d. A map depicting the location of the area described herein in relation to the respective, existing corporate limits of the City and the Town is attached hereto as Exhibit B.
- e. By entering this Agreement, the City will be authorized to annex the area described herein under North Carolina General Statute § 160A-58.1(b2).

ADOPTED this the 8th day of October, 2012, by the City of Washington.

PRE-AUDIT CERTIFICATE

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

Matt Rauschenbach, Chief Financial Officer
City of Washington

ATTEST:

CITY OF WASHINGTON

Cynthia S. Bennett, City Clerk

N. Archie Jennings, III, Mayor

COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

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 the act of the corporation, the foregoing instrument was signed in its name by N. ARCHIE JENNINGS, III, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 2012.

NOTARY PUBLIC

My Commission expires: _____.

ADOPTED this the 1st day of October, 2012, by the Town of Washington Park.

PRE-AUDIT CERTIFICATE

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

Denise D. Dale, Finance Director
Town of Washington Park

ATTEST:

TOWN OF WASHINGTON PARK

Denise D. Dale, Clerk

Thomas Richter, Mayor

COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

I, _____, a Notary Public of the State and County aforesaid, certify that DENISE D. DALE personally appeared before me this day and acknowledged that she is the Clerk of the **TOWN OF WASHINGTON PARK**, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by THOMAS RICHTER, its Mayor, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 2012.

NOTARY PUBLIC

My Commission expires: _____.

EXHIBIT A

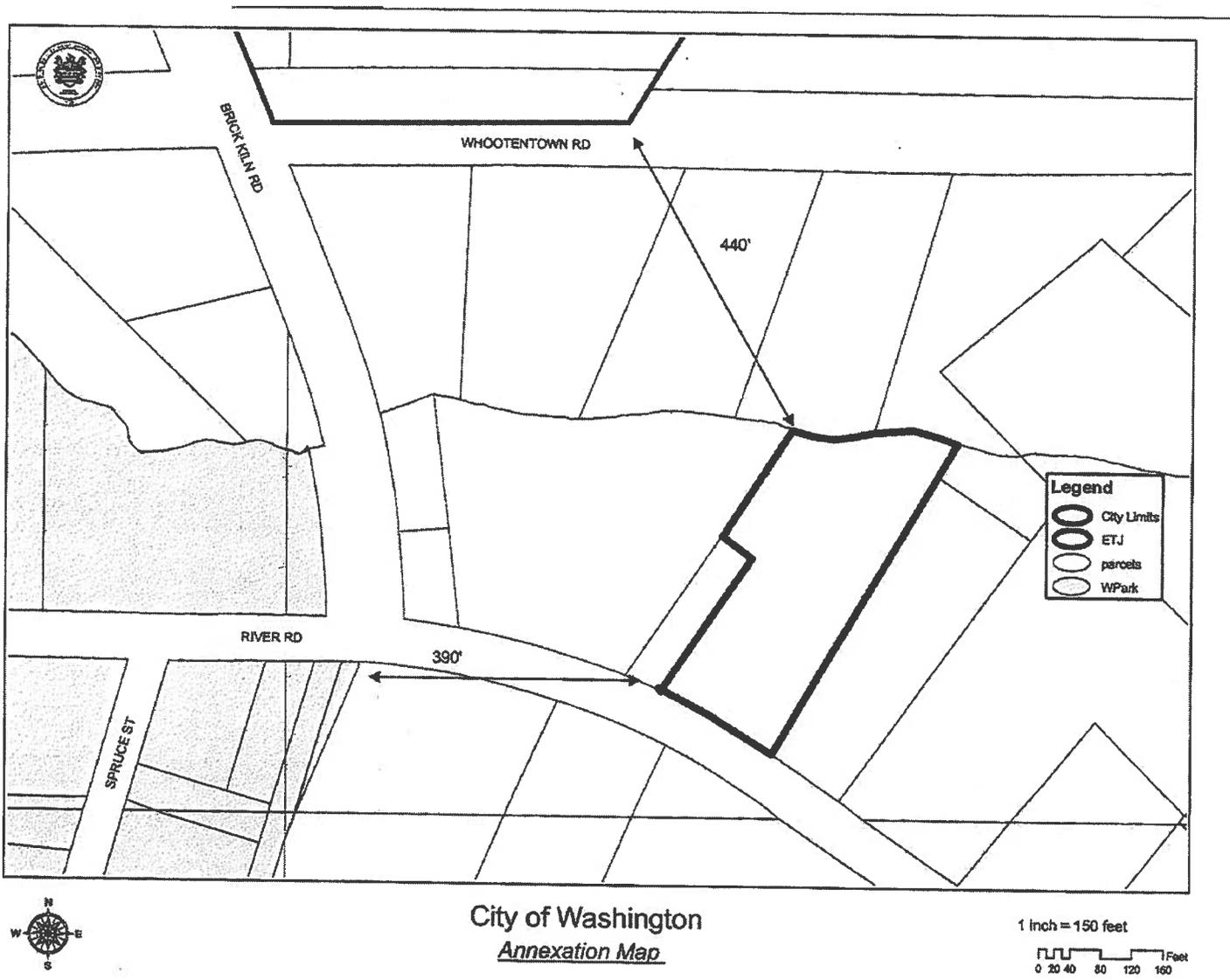
Area Subject to Agreement

Lying and being in Long Acre Township, Beaufort County, North Carolina, more particularly described as follows:

BEGINNING at an iron pipe located on the Northerly edge of River Road, said iron being located South 73° 6' 30" East 384.78 feet from an existing PK nail at the centerline intersection of River Road and SR 1303; thence from said fixed point of beginning North 42° 46' 47" East 211 feet to an iron pipe; thence North 45° 58' 37" West 50 feet to an iron pipe; thence North 42° 41' 46" East 183.80 feet to a point located in the centerline of the run of Maple Branch; thence following the centerline of Maple Branch the following courses and distances: South 74° 46' 16" East 20.31 feet; thence South 80° 54' 47" East 25.05 feet; thence South 73° 46' 16" East 57.64 feet; thence South 75° 46' 51" East 61.90; thence South 71° 52' 34" East 40.73 feet; thence South 38° 57' 32" West 475.04 feet to an iron located on the Northerly edge of the right of way of River Road; thence North 48° 39' West 22.88 feet to a point; thence North 52° 15' 31" West 87.91 feet; thence North 57° 10' 7" West 53.55 feet to the point of beginning, containing 1.76 acres as shown on survey by Jarvis Associates, PA, dated January 27, 1997, entitled, "Property of River City Real Estate & Development, LLC", a copy of which is recorded in Book 1067, Page 445, Beaufort County Registry. Reference is also made to deed in Book 1777, Page 403, Beaufort County Registry. Reference is also made to deed in Book 1067, Page 444, Beaufort County Registry. Reference is further made to deed in Book 1252, Page 648, Beaufort County Registry. Reference is further made to deed in Book 1266, Page 362, Beaufort County Registry.

EXHIBIT B

Map Depicting Proximity of Subject Area to the Corporate Limits of Each Municipality



**NOTICE OF PUBLIC HEARING ON AN ORDINANCE ESTABLISHING AN
ANNEXATION AGREEMENT BETWEEN THE CITY OF WASHINGTON, NORTH
CAROLINA, AND THE TOWN OF WASHINGTON PARK, NORTH CAROLINA**

The public will take notice that the City Council of the City of Washington has called a public hearing at 6:00 p.m. on Monday, October 8, 2012, at the City Council Chambers on the second floor of the Municipal Building located at 102 E. Second Street on the question of an Ordinance Establishing an Annexation Agreement Between the City of Washington, North Carolina, and the Town of Washington Park, North Carolina for 1.76 acres of land (not presently within the corporate boundaries of either municipality) located at 620 River Road in Long Acre Township, Beaufort County. Said Ordinance, including Annexation Agreement, is available for review by the public in the office of the City Clerk on the second floor of said Municipal Building.

Cynthia S. Bennett, City Clerk



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: September 26, 2012
Subject: Public hearing: Adopt an ordinance to amend the City of Washington Code of Ordinances to update the Code.
Applicant Presentation: N/A
Staff Presentation: Dot Moate, Planning Board Chairman
John Rodman, Planning and Development

RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and approve the Ordinance to amend Chapter 6, Article I, Article IV; Chapter 18, Article VIII; Chapter 20, Article II; and Chapter 40, Article X in order to update the Washington City Code.

BACKGROUND AND FINDINGS:

A request has been made by the City of Washington Planning Department for text amendments to the Washington Code of Ordinances in order to update the Code. The Planning Board voted 5-0 to recommend to City Council to approve the text amendments.

PREVIOUS LEGISLATIVE ACTION

Planning Board Meeting – September 25, 2012

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance of Code Changes

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK Concur _____ Recommend Denial _____ No Recommendation
10/2/12 Date

An Ordinance to Amend Chapter 6 Buildings and Building Regulations, Article I, Article IV; Chapter 18 Motor Vehicles and Traffic, Article VIII; Chapter 20 Offenses and Miscellaneous Provisions, Article II; Chapter 40 Zoning, Article X of the Washington City Code

WHEREAS, NCGS 160A-385 authorizes local governments to amend ordinances regulating land use within their jurisdiction; and

WHEREAS, the amendment set out below is made in accordance with NCGS 160A-364; and

WHEREAS, the amendment set out below is intended to promote the public health, safety, and welfare by amending the City Code to define and regulate prescribed conditions for permitted uses.

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

Section 1. The following be amended by adding:

Chapter 6 Buildings and Building Regulations

Article I. In General

Sec. 6-3. ~~Chief of Fire-Rescue-EMS-Inspections.~~ Chief Building Official.

Such officer or employee as the City Manager may appoint shall be the ~~Chief of Fire-Rescue-EMS-Inspections~~ **Chief Building Official** of the city, and he shall possess all the powers conferred and perform all the duties prescribed by G.S. 160A-412 and other statutes applicable thereto. He shall possess such further power and perform such further duties as may be prescribed by this chapter. He shall receive the fees allowed by statute. The ~~Chief or his deputy~~ **Chief Building Official or his designee**, shall have the right to enter, at all reasonable times, any building, structure or premises within the city for the purpose of inspecting or in the performance of his duties. He shall make or cause to be made such inspection of all chimneys, flues, steam and fire openings within the city. He may, when occasion requires, appoint a deputy to perform any part of his duties.

Article IV. Swimming Pools

Sec. 6-88. Permit required for construction.

A permit shall be applied for and issued by the Building Inspector before construction shall begin on any swimming pool. The application for the permit shall be accompanied by a complete and detailed set of plans and specifications of the swimming pool. Before any permit shall be issued such

plans and specifications shall be approved by the ~~Chief of Fire-Rescue-EMS-Inspections~~ **Chief Building Official** and the county Health Department, and before any swimming pool shall be used, a final inspection and approval shall be required from both the ~~Chief of Fire-Rescue-EMS-Inspections~~ **Chief Building Official** and the county Health Department.

Sec. 6-89. Construction and use requirements.

(l) All swimming pools to be constructed or which are already constructed shall be enclosed by a fence which shall be at least four (4) feet in height and which shall be of a type not readily climbed by children. The gates shall be of a self-closing and latching type with the latch on the inside of the gate, not readily available for children to open; provided, however, that if the entire premises of the residence is enclosed, then this provision may be waived by the ~~Chief of Fire-Rescue-EMS-Inspections~~ **Chief Building Official** upon inspection and approval of the residence enclosure.

Sec. 6-90. Inspection.

The ~~Chief of Fire-Rescue-EMS-Inspections~~ **Chief Building Official** shall have the right at any reasonable hour to inspect any swimming pool for the purposes of determining that all provisions of this article are fulfilled and complied with.

Chapter 18 Motor Vehicles and Traffic

Article VIII. Abandoned, Nuisance and Junked Motor Vehicles

Sec. 18-242. Administration.

The Police Department and the ~~Chief of Fire-Rescue-EMS-Inspections~~ **Chief Building Official** of the city shall be responsible for the administration and enforcement of this article. The Police Department shall be responsible for administering the removal and disposition of vehicles determined to be abandoned on the public streets and highways within the city, and on property owned by the city. The ~~Chief of Fire-Rescue-EMS-Inspections~~ **Chief Building Official** shall be responsible for administering the removal and disposition of abandoned, nuisance or junked motor vehicles located on private property. The city may contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned vehicles, nuisance vehicles and junked motor vehicles in compliance with this article and applicable state laws. Nothing in this article shall be construed to limit the legal authority or powers of officers of the Police Department and Fire **Inspections** Department in enforcing other laws or in otherwise carrying out their duties.

Sec. 18-243. Definitions.

Authorizing official means any police officer or the ~~Chief of Fire-Rescue-EMS Inspections,~~ **Chief Building Official**, respectively, designated to authorize the removal of vehicles under the provisions of this article.

Sec. 18-245. Nuisance vehicle unlawful; removal authorized.

(b) Upon investigation, the ~~Chief of Fire-Rescue-EMS Inspections~~ **Chief Building Official** may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle and order the vehicle removed.

Sec. 18-246. Junked motor vehicle regulated; removal authorized.

(d) Subject to the provisions of subsection (e) of this section, upon investigation, the ~~Chief of Fire-Rescue-EMS Inspections~~ **Chief Building Official** may order the removal of a junked motor vehicle, as defined in this article, after finding in writing that the aesthetic benefits of removing the vehicle outweigh the burdens imposed on the private property owner. Such finding shall be based on a balancing of the monetary loss of the apparent owner against the corresponding gain to the public by promoting or enhancing community, neighborhood or area appearance. The following, among other relevant factors, may be considered:

(e) The following shall be permitted concealment or enclosure of junked motor vehicles:

(1) One (1) junked motor vehicle, in its entirety, can be located in the rear yard, as defined by the city's zoning chapter, if the junked motor vehicle is entirely concealed from public view from a public street and from abutting premises by an acceptable covering. The ~~Chief of Fire-Rescue-EMS Inspections~~ **Chief Building Official** has the authority to determine whether any junked motor vehicle is adequately concealed as required by this provision. The covering must remain in good repair and must not be allowed to deteriorate. The covering or enclosure must be compatible with the objectives stated in the preamble of the model ordinance from which this article derives.

Sec. 18-247. - Removal procedure.

(b) *Appeal.* With respect to abandoned vehicles on private property, nuisance vehicles and junked motor vehicles to which notice is required to be given, if the registered owner or person entitled to possession does not remove the vehicle but chooses to appeal the determination that the

vehicle is abandoned, a nuisance vehicle or in the case of a junked motor vehicle that the aesthetic benefits of removing the vehicle outweigh the burdens, such appeal shall be made to the ~~City Council~~ **Washington Board of Adjustment** in writing, heard at the next regularly scheduled meeting of the ~~City Council~~ **Board of Adjustment**, and further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

Sec. 18-253. Conditions on removal of vehicles from private property.

As a general policy, the city will not remove a vehicle from private property if the owner, occupant or lessee of such property could have the vehicle removed under applicable state law procedures. In no case will a vehicle be removed by the city from private property without a written request of the owner, occupant or lessee, except in those cases where a vehicle is a nuisance vehicle or is a junked motor vehicle which has been ordered removed by the ~~Chief of Fire Rescue EMS Inspections~~. **Chief Building Official**. The city may require any person requesting the removal of an abandoned, nuisance or junked motor vehicle from private property to indemnify the city against any loss, expense or liability incurred because of the removal, storage or sale thereof.

Chapter 20 Offenses and Miscellaneous Provisions

Article II. Nuisances

Sec. 20-39. Procedure.

(a) After a determination by the Code Enforcement Officer that a nuisance does exist, the following procedures shall apply:

(3) The owner or person in possession may, before the expiration of the ten-day period, appeal the Code Enforcement Officer's findings to the ~~City Council~~ **Washington Board of Adjustment** by delivering a written notice of appeal to the ~~City Clerk~~ **Planning Department**, which appeal shall stay the abatement process until a final determination is made by the Board of Adjustment.

Chapter 40 Zoning

Article X. Flood Damage Prevention

Sec. 40-261. Provisions for flood management.

(b) *Basis for establishing the special flood hazard areas.* The special flood hazard areas are those identified by the Federal Emergency Management Agency (FEMA) or produced under the Cooperating Technical State (CTS) agreement between the state and FEMA in its Flood Hazard Boundary Map (FHBM) or Flood Insurance Study (FIS) and its accompanying flood maps such as the Flood Insurance Rate Map (FIRM) and/or the Flood Boundary Floodway Map (FBFM), for the city dated ~~February 4, 1987~~ **May 15, 2003**, which with accompanying supporting data, and any revision thereto, including letters of map amendment or revision, are adopted by reference and declared to be a part of this article. The special flood hazard areas also include those defined through standard engineering analysis for private developments or by governmental agencies, but which have not yet been incorporated in the FIRM. This includes, but is not limited to, detailed flood data:

Sec. 40-262. Administration.

(a) *Designation of Floodplain Administrator.* ~~The Chief of Fire-Rescue-EMS Inspections,~~ **Chief Building Official**, or his designee, herein referred to as the Floodplain Administrator, is hereby appointed to administer and implement the provisions of this article.

Sec. 40-263. Provisions for flood hazard reduction.

(b) *Specific standards.* In all special flood hazard areas where base flood elevation (BFE) data has been provided, as set forth in Section 40-261(b), or Section 40-262(c)(11) and (12), the following provisions are required:

(1) *Residential construction.* New construction or substantial improvement of any residential structure, including manufactured homes, shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation **plus one (1) foot or the design flood elevation, whichever is higher.**

(2) *Nonresidential construction.* New construction or substantial improvement of any commercial, industrial, or other nonresidential structure shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation **plus one (1) foot or the design flood elevation, whichever is higher.** Structures located in A, AO, AE and A1-30 zones may be floodproofed to the regulatory flood protection elevation in lieu of elevation provided that all areas of the structure below the required flood protection elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or

architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 40-262(b)(3).

(3) *Manufactured homes*. Requirements for mobile homes are as follows:

a. New or replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the regulatory flood protection elevation ***plus one (1) foot or the design flood elevation, whichever is higher.***

Section 2. This Ordinance shall become effective upon its adoption.

Section 3. All Ordinances or parts in conflict herein are repealed.

Adopted this ____ 8th ____ day of ___ October ___, 2012.

N. Archie Jennings, Mayor

ATTEST:

Cynthia S. Bennett, City Clerk



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27889

Phone: 252-975-1280

Fax: 252-974-6461

Human Relations Council (HRC) Report for the month of September Monday October 8, 2012 City Council Meeting

MISSION STATEMENT

- To promote social and economic equality in the community, working with Local Government and other resources
- To appreciate the cultural and ethnic diversity of the citizens of Washington and Beaufort County
- To encourage citizens to live and work together in harmony and mutual respect

Update – Multicultural Festival 2012 – Vice chair Cherry informed Board members that by consensus, the committee agreed to hold the Multicultural Festival in the spring. Committee members felt they would not have enough time to properly prepare for the festival (primary reason – raising funds). Dates will be discussed during the next committee meeting.

Updates – Kimberly Grimes, Crime Prevention & Outreach Manager – Ms. Grimes voiced the Police & Fire department sponsored a meet & greet at Clifton Meadows on July 27, 2012. “National Night Out” was held on 8-14-12 and was well attended. Listed below are events planned for the month of September:

Meet & Greet at New Horizon Apartments (2-3 pm on Saturday, 9-15-12)

Pill Drop Day (10-2 pm on Saturday, 9-29-12 and will be located at Wal*Mart)

Discussion – By-laws – Board member Hughes expressed his concerns over several items in the by-laws. A sub-committee was formed to revisit the by-laws and an amendment will be presented to the Human Relations Council on Tuesday, October 9, 2012 for consideration.

Discussion – Suggestion from new Board members concerning events or projects they would like to see implemented – No suggestions were presented at this time.

FYI – items addressed at this time – inclusive of August report submitted to City Council on September 10, 2012 and all reminders.

Washington Harbor District Alliance Report
Monday, October 8, 2012 City of Washington Council Meeting

Old City Hall- Main Street Solutions Fund Grant

The Old City Hall project has been stalled by the NC Historic Tax Credits application approval process. Property owners Kathryn Pisciotta and Laura Darre have discovered that it is very difficult to get clear definition on what rehabilitation is allowed under the Secretary of the Interior's Standards for Rehabilitation, which must be followed to receive the tax credits. Considerable time has been spent clarifying the possibilities with SHPO. The owner's out of frustration and the need to move forward have abandoned more elaborate plans to restore the building and are now concentrating on a plan that seems to assure approval. Mechanical blueprints are at the engineering office now, the necessary approvals should be forthcoming and construction can then begin.

A note about this situation: if I understand it correctly something should be done to stress to SHPO that this process is seriously retarding the chance that small historic towns like Washington can develop economically. Washington will have a hard time progressing if the approval process is so difficult and expensive that the project is put at risk, (because a developer must rely on expensive engineers instead of SHPO's assistance) making the project is no longer feasible,. Realizing that Washington doesn't have an architect in town, never mind an architect that specializes in the historic tax credits and that developers need to rely on all monetary resources at their disposal to make a project feasible.

Event Season Winding Down

WHDA has successfully produced 14 of the 16 events we hold downtown yearly. The Maritime Market was expanded to include the BoCo Music Festival. The 4th of July was bigger and better than ever bringing a record number of people downtown. The Downtown Motown concert held in September was counted as a success because it met our goals of producing an event that the black community could support. The Pickin' on the Pamlico attracted many from outside the area and raised 5,000 for WHDA. Music in the Streets has one production left in the regular calendar and is working with the Noon Rotary to present an evening of music on the Friday of Smoke on the Water. The first organization meeting for Hometown Holidays celebration will be held Oct. 3rd.

New Logo Approved by Board

The board was presented the concept for the new Washington "wave" logo and requested a similar but distinctive logo be created for WHDA. After several rounds of adjustments the WHDA Board sent this logo to Josh Kay for approval and approval was given.



Turnage Theater

Given the impending foreclosure proceedings and sale of the Turnage Theater, Trent Tetterton held a meeting the last week in September to discuss possible ownership scenarios. At the meeting options were discussed. The option that this group of 24 concerned citizens most wants to encourage was that the City of Washington would look into acquiring the property and then identifying an entity that would operate the theater. Josh Kay,

Randall Woodruff, Trent Tetterton and Joey Toler agreed to meet and discuss/investigate the particulars to present to Council.

Maritime Team and Planning Department Present Plans for New Dockmaster Station to the Public

On September 11th, 2012 a meeting was held to update the public on the progress of the design of the dock master station and the boater/ public restrooms. The presentation was very similar to John Rodman's presentation to Council earlier this summer. This meeting was planned to obtain public feedback. There was about 30 people attending and all feedback was positive. The Planning Dept. stills waits for the State to release funds for the project.

Merchants

Friends Campaign to launch in October.

In order to improve communications - along the order of the Coffee with Council - a new merchant newsletter will be distributed this month.

Board Continues to Meet:

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



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: September 24, 2012
Subject: Ordinance: Adopt annexation ordinance to extend the City of Washington corporate limits for non-contiguous property owned by Eastern Pride Inc.
Applicant Presentation: Eastern Pride Inc.
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 non-contiguous annexation of the Eastern Pride Inc. property located at 620 River Road and containing 1.76 acres with the approval of an annexation agreement with the Town of Washington Park.

BACKGROUND AND FINDINGS:

At the June 11, 2012 City Council Meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the non-contiguous property currently owned by Eastern Pride. The property is located at 620 River Road and containing 1.76 acres.

The public hearing was held July 23, 2012 and Council delayed the adoption of the ordinance until the approval of an annexation agreement with the Town of Washington Park. After completion of the public hearing Council should adopt the annexation ordinance.

PREVIOUS LEGISLATIVE ACTION

Investigated Petition – November 14, 2011
Set Public Hearing – June 11, 2012
Held Public Hearing July 23, 2012

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached map, legal description & annexation ordinance

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK Concur October 8, 2012 Recommend Denial
Page 63 of 127
_____ No Recommendation 10/2/12 Date

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

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question on of this annexation was held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, July 23, 2012, after due notice by the Washington Daily News on July 13, 2012 & July 20, 2012;

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

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

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

Being all of that certain lot or parcel of land lying and being located in Long Acre Township, Beaufort County North Carolina and being more particularly described as follows;

BEGINNING at an iron pipe located on the Notherly edge of River Road, said iron being located South 73 6' 30" East 384.78 feet from an existing PK nail at the centerline intersection of River Road and SR 1130; thence from said fixed point of beginning North 42 46' 47" East 211 feet to an iron pipe; thence North 45 58' 37" West 50 feet to an iron pipe; thence North 42 41' 46" East 183.80 feet to a point located in the centerline of the run of Maple Branch; thence following the centerline of Maple Branch the following courses and distances: South 74 46' 16" East 20.31 feet; thence South 80 54' 47" East 25.05 feet; thence South 73 46' 16" East 57.64 feet; thence South 75 46' 51" East 61.90 feet; thence 71 52' 34" East 40.73 feet; thence South 38 57' 32" West 475.04 feet to an iron located on the Notherly edge of the right of way of River Road; thence North 48 39' West 22.88 feet to a point; thence North 52 15' 31" West 87.91 feet; thence North 57 10' 7" West 53.55 feet to the point of beginning containing 1.76 acres as shown on survey by Jarvis Associates, PA, dated January 27, 1997 entitled, "Property of River City Real Estate & Development, LLC", a copy of which is recorded in Book 1067, Page 445, Beaufort County Registry. Reference is also made to deed in Book 1067, Page 444, Beaufort County Registry. Reference is further made to

deed in Book 1252, Page 648, Beaufort County Registry. Reference is further made to deed in Book 1266, Page 362, Beaufort County Registry.

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

Said property contains 1.76 acres more or less.

Section 2. Upon and after _____, 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 _____ day of _____, 2012.

N. Archie Jennings, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia S. Bennett, Clerk

City Attorney

Annexation #12-A-01
Eastern Pride Inc.

LEGAL DESCRIPTION

All that certain lot or parcel of land lying and being in Long Acre Township, Beaufort County, North Carolina, and being more particularly described as follows:

BEGINNING at an iron pipe located on the Notherly edge of River Road, said iron being located South 73 6' 30" East 384.78 feet from an existing PK nail at the centerline intersection of River Road and SR 1130; thence from said fixed point of beginning North 42 46' 47" East 211 feet to an iron pipe; thence North 45 58' 37" West 50 feet to an iron pipe; thence North 42 41' 46" East 183.80 feet to a point located in the centerline of the run of Maple Branch; thence following the centerline of Maple Branch the following courses and distances: South 74 46' 16" East 20.31 feet; thence South 80 54' 47" East 25.05 feet; thence South 73 46' 16" East 57.64 feet; thence South 75 46' 51" East 61.90 feet; thence 71 52' 34" East 40.73 feet; thence South 38 57' 32" West 475.04 feet to an iron located on the Notherly edge of the right of way of River Road; thence North 48 39' West 22.88 feet to a point; thence North 52 15' 31" West 87.91 feet; thence North 57 10' 7" West 53.55 feet to the point of beginning containing 1.76 acres as shown on survey by Jarvis Associates, PA, dated January 27, 1997 entitled, "Property of River City Real Estate & Development, LLC", a copy of which is recorded in Book 1067, Page 445, Beaufort County Registry. Reference is also made to deed in Book 1067, Page 444, Beaufort County Registry. Reference is further made to deed in Book 1252, Page 648, Beaufort County Registry. Reference is further made to deed in Book 1266, Page 362, Beaufort County Registry.

OWNER: EASTERN PRIDE, INC.
2405-F NASH STREET
WILSON, NC

GENERAL CONTRACTOR: STOCKS AND TAYLOR
CONSTRUCTION, INC.
WASHINGTON, NC

THE PROPERTY IS SHOWN ON FLOOD INSURANCE RATE
MAP 270808001, DATED MAY 18, 2005 AND A PORTION
OF THE PROPERTY IS LOCATED IN A SPECIAL FLOOD
HAZARD AREA LOCATED IN SHADED ZONE AET
THE REMAINDER OF THE PROPERTY IS IN ZONE X

SUMMARY OF SITE:

GENERAL BUILDING INFORMATION
BUILDING USE: COMMERCIAL - RETAIL
BUILDING SIZE: 8010 SF
BUILDING HEIGHT: 10 FT. 0 IN.
500 SF STORAGE

LOT SIZE: 1.8 AC.
ZONING INFORMATION:
ZONING: B2
SETBACKS: MINIMUM BUILDING SETBACKS (UNLESS NOTED)
FRONT: 30 FEET
SIDE: 20 FEET
REAR: 30 FEET

UTILITIES:
WATER LINE - BEAUFORT CO. WATER DISTRICT
WASTE WATER - CITY OF WASHINGTON BEAUFORT CO.
WASTEWATER SERVICE: 2" FORCE MAIN
WATER SERVICE: 1" SERVICE LINE
ELECTRIC SERVICE: CITY OF WASHINGTON
NATURAL GAS - PIEDMONT NATURAL GAS: 1" SERVICE

ALL NEW SERVICES SHALL MEET ALL
NC BUILDING CODE REQUIREMENTS

ALL EXISTING UTILITIES ARE SHOWN
BASED ON FIELD EVIDENCE

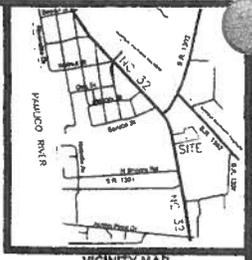
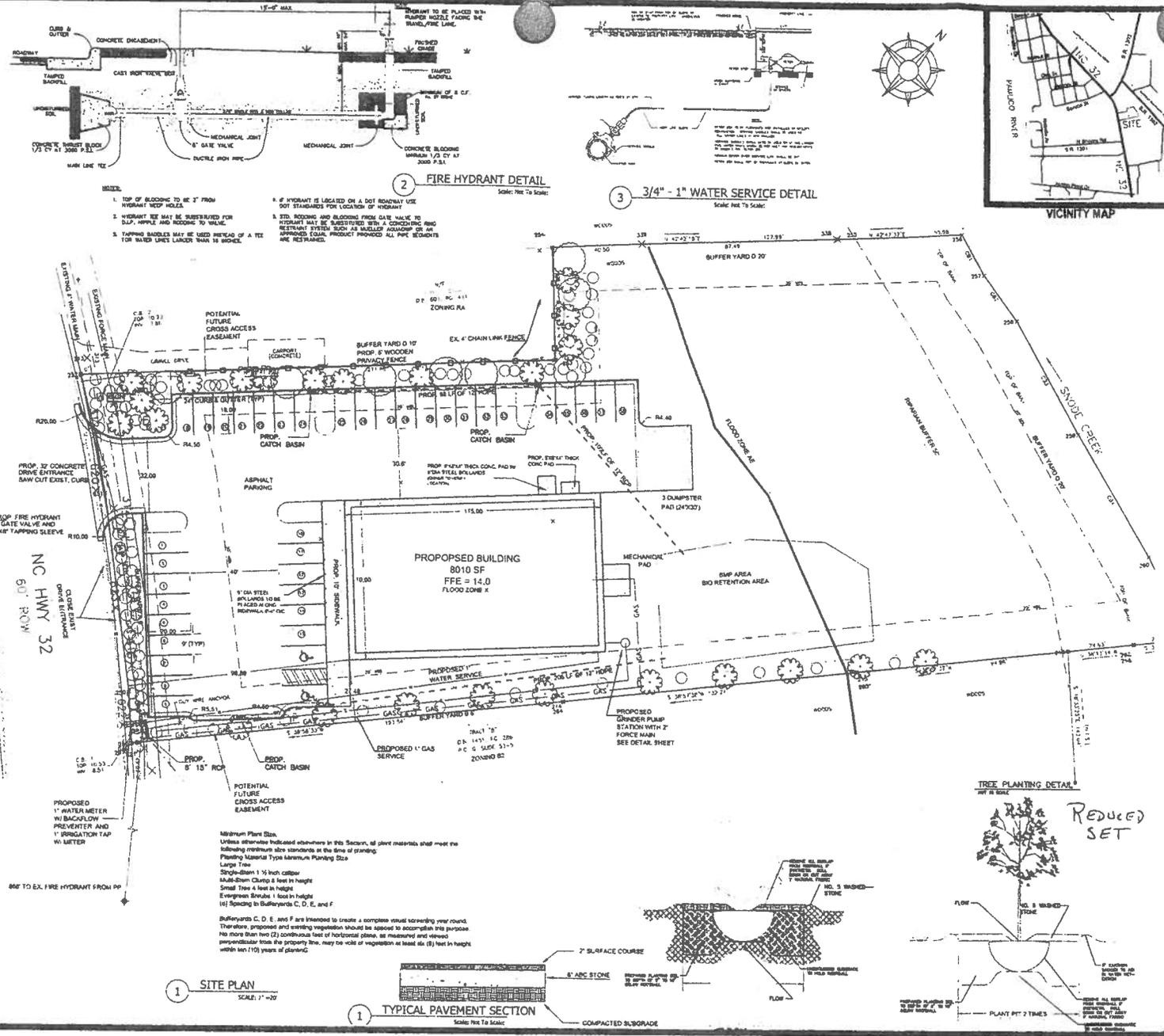
PRIOR TO ANY DIGGING ONE CALL SHALL
BE CALLED AND CONFIRM LOCATION AND SIZE
OF ALL EXISTING UTILITIES.

LANDSCAPING ANALYSIS DETAIL
BUFFER YARD A
A - 8' BUFFER YARD ALONG PERIMETER OF SITE
B - 8' BUFFER YARD ALONG EASTERN MOST PROPERTY LINE
D - 10' BUFFER YARD WITH 6' WOODEN PRIVACY FENCE ALONG RESIDENTIAL SIDE

PLANTING REQUIREMENTS
53 SHRUBS BUFFER YARD A
10 EVERGREEN SHRUBS
10 SMALL TREES BUFFER YARD B
8 LARGE TREES
13 SMALL TREES
12 SHRUBS FOR BUFFER YARD D
WITH 6' WOODEN FENCE

PARKING REQUIREMENTS
PARKING SPACES TO BE TYPICAL (9 FEET X 18 FEET) UNLESS
OTHERWISE NOTED
PARKING SPACES REQUIRED: 38
PARKING BUILDING CODE REQUIREMENTS: 1 SPACE PER 200 SF RETAIL
PARKING PROVIDED TOTAL: 38
HANDICAPPED ACCESSIBLE: 7
HANDICAPPED ACCESSIBLE PARKING TO BE 17 EQUAL SPACES
PER LOCAL CODE

PLANTING REQUIREMENTS
C - EVERGREEN SHRUBS CATEGORY
JANPENSE PRIVETTE
Erecting Fencing
When there is an existing fence which creates a complete visual screen for at least
two (2) feet in height on an adjoining property owner's yard, and that fence extends
along a minimum of fifty (50) percent of the abutting yard in question as determined by the
Director of Planning and Development, then the developer may elect to use one of the
following alternative buffers:
(1) Bufferyard D - minimum width - ten (10) feet; requires plant materials per row
indicated
(2) Buffer - ten (10) feet large trees (minimum 70 percent evergreen); three (3) small trees;
and twenty-five (25) evergreen shrubs.



DESIGNED MAP
DRAWN MAP
CHECKED MAP
APPROVED
MARE U. PIEDR
CITY-STATE
WASHINGTON, NC

**FAMILY DOLLAR
WASHINGTON**

ADDRESS



P
E
S

FRANK D. ENGSTROM ENGINEERING SERVICES
129 Abbey Lane
Washington, NC 27889
919-441-2983
frank@engstrom.com

REVISIONS

11021

1" = 20'

C-001

Eastern Pride Inc (Family Dollar)
620 River Road
Estimated General Fund Revenues/Costs (2012)

| | |
|--|-------------------------------|
| <i>Annexation Name:</i> | Eastern Pride Inc |
| <i>Number of Parcels:</i> | 1 |
| <i>Acreage:</i> | 1.76 acres |
| <i>General Location:</i> | 620 River Road |
| <i>Population:</i> | 0 persons |
| <i>Public Streets:</i> | River Road – State maintained |
| <i>Current Total Assessed Tax Value:</i> | \$200,000 |
| <i>Current Zoning:</i> | B-2 (General Business) |
| <i>Notes:</i> | Located in ETJ |

| Estimated General Fund Revenues | | | 1st Year | 2nd Year |
|--|----------------------|----------------------|----------------------------|----------------------------|
| Real Property Tax | 1 st Year | 2 nd Year | \$2913 | \$2913 |
| | \$529,590 | \$529,590 | | |
| Personal Property | | | \$206 | \$206 |
| Sales Tax | | | \$0 | \$0 |
| Vehicle Tax | | | \$0 | \$0 |
| Utilities Franchise Tax | | | \$0 | \$0 |
| Powell Bill Funds | | | \$0 | \$0 |
| Storm Water Assessment | | | \$648 | \$648 |
| Sanitation Fee | | | \$0 | \$0 |
| Cable TV | | | \$0 | \$0 |
| Beer and Wine Tax | | | \$300 | \$300 |
| Total Estimated Revenues | | | \$4067 | \$4067 |

| Estimated General Fund Costs | | 1st Year | 2nd Year |
|--|--|----------------------------|----------------------------|
| Administrative Services | | \$500 | \$0 |
| Added Fire Protection | | \$50 | \$50 |
| Added Police protection | | \$100 | \$100 |
| Street Maintenance | | \$0 | \$0 |
| Street Lighting | | \$0 | \$0 |
| Solid Waste | | \$0 | \$0 |
| Public Works | | \$800 | \$500 |
| Recreation | | \$0 | \$0 |
| Start Up Costs | | \$500 | \$0 |
| Total Estimated Costs | | \$1950 | \$650 |
| Estimated Costs of Property Owner | | | |
| Water/Sewer Tap Fees* | | \$1436 | \$0 |
| Water/Sewer Impact Fees* | | \$920 | \$0 |
| Environmental Fee* | | \$1000 | \$0 |
| Fire Hydrant | | \$0 | \$0 |
| *To be paid by property owner | | \$3356 | \$0 |
| **Only in City Limits | | | |

Eastern Pride Inc (Family Dollar)
 620 River Road
 Estimated General Fund Revenues/Costs (2012)

| Water/Sewer Rates | 3/4" Meter | 3/4" Meter |
|--------------------------|-------------------------|-------------------------|
| Inside City Limits | Avg. Monthly Use | Avg. Monthly Use |
| | Water | Sewer |
| | \$26.00 x 12 = \$312/yr | \$32.40 x 12 = \$389/yr |
| Outside City Limits | Avg. Monthly Use | Avg. Monthly Use |
| | Water | Sewer |
| | \$50.75 x 12 = \$609/yr | \$64.70 x 12 = \$776/yr |
| | -\$297 | -\$387 |
| Total | -\$684 | |

| Cost/Benefit | 1st Year | 2nd Year |
|----------------------|----------------------------|----------------------------|
| Estimated Revenues | \$4067 | \$4067 |
| Estimated Costs | \$1950 | \$650 |
| Total | +\$2117 | +\$3417 |
| Inside/Outside rates | -\$684 | -\$684 |
| Total | +\$1433 | +\$2733 |



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: October 8, 2012
Subject: Civic Center Deck Bid Award & Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council award the \$129,500 Civic Center deck restoration bid to Horton Contractors, Inc., authorize the City Manager to execute the contract, adopt the Budget Ordinance Amendment, and approve corresponding purchase orders.

BACKGROUND AND FINDINGS:

Four bids were received for the restoration of the Civic Center Deck. Horton Contractors of Washington, NC was the lowest responsible bidder at \$129,500. The bid tab is attached. \$125,000 was budgeted for this project as an installment purchase. The budget amendment appropriates an additional \$4,600 and the related debt service. Work will begin on October 15th and is scheduled to be completed in 90 days.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Budget Ordinance Amendment
- Bid Tab
- Construction Contract
- Request for Quote

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK Concur October 8, 2012 Denial _____ No Recommendation
10/2/12 Date Page 70 of 127

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the following accounts and amounts be increased in the General Fund revenue budget for the Civic Center deck restoration project:

| <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-----------------|------------------------------|---------------|
| 10-00-3920-9101 | Proceeds from Lease Purchase | \$4,600 |

Section 2. That the following accounts and amounts be increased or decreased in the departments indicated of the General Fund appropriations budget:

| <u>Department</u> | <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-------------------|-----------------|---------------------------|---------------|
| Civic Center | 10-40-6125-7401 | Installment Purchase | \$ 4,600 |
| Civic Center | 10-40-6125-1500 | Maint./Repair Building | (261) |
| Debt Service | 10-50-4020-8000 | Proposed Inst. Note Pymt. | <u>261</u> |
| | Total | | \$ 4,600 |

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 8th day of October, 2012.

MAYOR

ATTEST:

CITY CLERK

BID TABULATION

Bid for: Civic Center Deck Restoration
Opened: 10:00 am, Friday
September 14, 2012

=====

| <u>Item</u> | <u>Description</u> | <u>Horton Cotractors</u> | <u>Roanoke Electric</u> | <u>Stocks & Taylor</u> | <u>Mosley Construction</u> |
|-------------|---------------------------------|--------------------------|-------------------------|----------------------------|----------------------------|
| 1 | Replace wood deck with concrete | \$129,500.00 | \$147,000.00 | \$178,500.00 | \$205,200.00 |
| 2 | Start Date | 10/15/2012 | ASAP | 10/15/2012 | 10/15/2012 |
| 3 | Days to complete | 90 | 120 | 90 | 90 |

Recommendation: The recommendation would be to contract with Horton Contractors to do the work.

Signed: _____

**STANDARD FORM of AGREEMENT BETWEEN OWNER
and CONTRACTOR**

Owner: Attn: Mike Whaley
 City of Washington
 203 Grimes Rd.
 Washington, NC 27889

Contractor: Horton Contractors, Inc.
 206 N. Market Street
 Washington, NC 27889

Project: Civic Center Deck Renovation

AGREEMENT

Made as of the 25th day of September in the year of Two Thousand and Twelve.

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between two parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows: No deletions at this time.

ARTICLE 3
DATE OF COMMENCEMENT

The date of commencement is the date from which the Contract Time of Paragraph is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless a notice to proceed establishes the date of commencement issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens, and other security interests.

Notice to Proceed will begin October 15, 2012

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the Contractor's performance based on the Total Contract Lump Sum of **One Hundred Twenty-Nine Thousand, Five Hundred dollars (\$129,500.00)**. The Contractor shall furnish all materials and labor required to perform the necessary work shown in the plans, general terms and conditions provided by the Owner. No alternates are included.

ARTICLE 5
PROGRESS PAYMENTS

If the Contractor is not paid in full by the terms of this Contract and should have to incur cost to collect funds, including court costs, Owner agrees to pay all late fees, Attorney fees, and court costs.

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of 1.5% per month (18%APR).

ARTICLE 6
TERMINATION OR SUSPENSION

The Contract may be terminated by the Owner or the Contractor at anytime as long as the dispute is documented with notification being received by each party.

If the Work is suspended or terminated by either party, the Owner is obligated to make payment to the Contractor for Work completed and material purchased up to that date.

If the Owner suspends construction for an extended period of time, the Contractor may not be able to guarantee pricing.

ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Agreement, are as follows:

- B1 – Overall Site Plan**
- B2 – East Side Ramp & Step Details**
- B3 – West Side Ramp & Walkway Details**
- B4 – Alternate Decks – Excluded in Scope of Work**
- General Terms and Conditions provided with Invitation to Bid.**

ARTICLE 8
MISCELLANEOUS PROVISIONS

Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Owner, and the remainder to the Contractor.

By acceptance below, we consider this Contract binding.

CONTRACTOR:

ACCEPTANCE:

Brad Horton - President
Horton Contractors, Inc

Josh Kay Date
City Manager
City of Washington

IN WITNESS WHEREOF, after due authority given, the **CITY OF WASHINGTON** has caused this Agreement to be signed in its name by its Manager, and attested Clerk, and **HORTON CONTRACTORS, INC** has caused this Agreement to be signed in its name by Brad Horton, its Owner.

Pre-Audit Certificate

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

Matt Rauschenbauch, Chief Financial Officer
City of Washington

(Corporate Seal)

CITY OF WASHINGTON

ATTEST:

By:

Cynthia S. Bennette, City Clerk

Josh Kay, City Manager
City of Washington

Date: _____

Brad Horton, President
Horton Contractors, Inc.

Date: _____

CITY OF WASHINGTON
INVITATION TO BID
FOR
Civic Center Deck Restoration
WASHINGTON, NC

1. INTRODUCTION

The City of Washington is requesting quotes from qualified firms for replacement of the existing wood deck at the Civic Center, 110 N Gladden Street, Washington, NC. This project shall consist of removing the current wood decks (both sides) and replacing them with brick and concrete deck as per the specifications provided.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Submit the bids marked "Civic Center Deck Restoration". Bids should be submitted to City of Washington, Attention Mike Whaley, 203 Grimes Road, Washington, NC 27889 no later than 10:00AM on Friday September 14, 2012 at which time they will be publicly opened and read and made a part of the public record. The bid opening will be conducted in the Council Chambers located at 102 East 2nd Street, 2nd Floor, Washington, NC.
Bids must be submitted by the date and time stated or they will remain unopened. It is the responsibility of the bidder to ensure timely and correct delivery of the quote. A BID BOND is not required.
- 2.2 It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- 2.3 All quotes are subject to the provisions of terms and conditions specific to this Invitation to Bid, and the specifications.
- 2.4 Failure to sign will render bid invalid.
- 2.5 Unless otherwise indicated, the offer shall be valid for 45 days from the date of quote opening. Preference may be given to quote allowing not less than 45 days for consideration and acceptance.

- 2.6 The City of Washington reserves the right to accept or reject any or all bids in whole or in part and to waive any informality in the bid. Informality shall be defined as a deviation from a non-statutory requirement or a specification, neither of which affect the amount of the bid. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The specification herein is intended to indicate the character, quality and/or performance of the goods or services desired.** Reference to brand names is not intended to restrict the bidding, but to inform the bidder more clearly what is required for this project.
- 2.7 The City of Washington will assume no responsibility for oral instruction, suggestion, or interpretation. Any question regarding the bid documents, and/or specifications shall be directed to Wayne Harrell at 252-975-9304 and any material change will be submitted to all bidders in a written addendum. Bidders must acknowledge receipt of addendum(s) by signing the appropriate form included in the bid.
- 2.8 Samples of the brick may be required and must be furnished as stipulated herein, free of expense. If required, the bidder must submit with their quote sketches, descriptive literature, and/or complete specifications covering the products offered.
- 2.9 Modification of or corrections to quotes are not acceptable after bids have been closed. Erroneous bids may be reclaimed or superseded any time prior to bid opening time. Any new bid must be marked on the outside of the sealed envelope with the notation "Supersedes all previous submissions."
- 2.10 Identity of bidders, unless otherwise noted, will not be disclosed until the bid opening. Tabulations of quotes and award information are a matter of public record and are available upon request when accompanied by a stamped self-addressed envelope.
- 2.11 Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- 2.12 Awards shall be based on determination of the lowest responsive responsible bidder meeting specifications provided. However, it may be in the best interest of the City of Washington's needs and/or economy, materials other than the cheapest in price be selected.

- 2.13 All prices submitted must be FOB-Destination – Freight Prepaid and Allowed. If other, ACCURATE FREIGHT COST MUST BE GIVEN.
- 2.14 In the case of error in the extension of prices, the unit price shall govern.
- 2.15 Unless otherwise noted any equipment bid shall be new, unused, or current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be furnished as part of bid.
- 2.16 Historically Underutilized Business:
 Is your organization registered with HUB office?
 Yes _____ No _____
 Is your organization a minority Contractor, small Contractor, physically handicapped Contractor, a woman Contractor, a disabled business enterprise, or a non-profit work center for the blind and severely disabled? Yes _____ No _____
 MBE requirements and 5% goal also apply on informal contracts EXCEPT the Owner, not the bidder, has the responsibility to make a good faith effort to solicit minority bids to attain the goal. (GS 143-131(b)). Documentation and data on MBE participation is required for informal projects and must be reported upon project completion to the Department of Administration - HUB Office.
- 2.17 A Material Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this quotation. The MSDS must list all ingredients which constitute more than 1% of the product, (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measure, and emergency and first aid procedures.
- 2.18 Permit Fees: The Contractor shall pay for all permits and fees. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this work.
- 2.19 A 95% payment will be made within thirty (30) days after, in the judgment of the City of Washington that the contractor has completely delivered all materials and/or performed all the services in accordance with the requirement of the plans and specifications. The remaining 5% will be paid after the project is reviewed for compliance. The City has the

option of making partial payments if it deems it is necessary in performing the contract.

- 2.20 Performance and Payment Bond Requirements: The successful bidder shall provide Performance and Payment Bonds in the following amounts effective upon the awarding of the contract:

Performance Bond: 100% of the total amount of the Contract.

Payment Bond: 100% of the total amount of the Contract.

- 2.21 Insurance Provisions:

- a. Worker's Compensation Insurance: Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The policy must include the employers' liability with a limit \$100,000 each accident, \$100,000 bodily injury by disease, \$500,000 bodily injury by disease policy limit.
- b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or operations, independent contractors, products and/or completed operation, broad form property damage and XCU coverage, and a contractual liability endorsement.
- c. Business Auto Policy: Shall have minimum limits of \$300,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- d. Builder's Risk: Contractor shall have all risk coverage with limits of insurance equal to 100% of the completed value of the materials being installed for the City of Washington.

The City of Washington is to be included as an additional insured on the commercial liability and business auto liability policies. If the Contractor carries umbrella/excess coverage then the City shall also be named as an additional insured on this policy. The Contractor shall deliver to the City, certificates of insurance for the insurance coverage the Contractor is required to maintain in compliance with this document prior to the start of work. Coverage shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. Contractor shall report any obvious or suspected code issues to the Inspections department. It shall be the responsibility of the Contractor to see that all subcontractors comply with these

requirements.

- 2.22 **Warranty:** Contractor shall provide owner with a manufacturer's labor and material warranty if it applies.
- 2.23 **Termination of Contract:** The contract may be terminated by the City if (a) the Contractor fails to prosecute the work as directed within the time specified, (b) fails to perform the work in a manner satisfactory to the City, or (c) if the Contractor shall become insolvent or be declare bankrupt.

The City of Washington shall give notice in writing to the Contractor and his surety of such delay, neglect or default, specifying the same and if the Contractor within ten (10) days after such notice has not complied, the City of Washington has full power and authority, without violating the contract to remove the work out of the hands of the Contractor and to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable. All costs and charges incurred by the City, together with the completion of the project shall be deducted from any monies due or which may become due to the Contractor. If the expenses incurred are greater than the amount which would be payable to the Contractor, then the Contractor and the Surety shall be liable and shall pay the City the amount of said excess.

- 2.24 **Completion Time:** The work shall begin immediately after the execution of the Contract or within the time specified by the City of Washington to the successful bidder. It shall be determined by the City of Washington if there is any undue lapse of time in the completion of the work referred to herein. Such delay shall constitute a claim for liquidated damages at the rate of \$500 per calendar day until the work has been completed. The project can commence after approval by the City Council of Washington. The tentative start date would be the week of 10/15/2012 with a completion date of no later than January 31, 2013.

3. SUPPLEMENTARY GENERAL CONDITIONS:

- 3.1 **Construct temporary stairs, ladders, ramps, scaffolds, runways, derricks, chutes and the like as per requirements of Federal, State and local laws.** The Contractor shall adhere to the Rules, Regulations and Interpretations of the Secretary of the Department of Labor as related to the Occupational Safety and Health Act (OSHA) for construction, which are hereby incorporated in these requirements.
- 3.2 **Owner Occupancy:** The Civic Center and Washington Tourism Development Authority will occupy the project site and the existing building during the entire period of construction. The Contractor shall fully cooperate with the Civic Center Staff or its representatives during construction operations to minimize conflicts and to facilitate owner

usage. It is recommended the Contractor converse with the Civic Center contact to determine the areas to close to the public. The hours of operation are Monday through Friday– 8:00 a.m. – 5:00 p.m and some nights and weekends. Contractor shall keep entrances serving the premises clean and available to the Civic Center staff and its patrons at all times. These areas should not be used for parking or storage of materials. It is suggested the site be free of any materials and equipment once they are no longer needed.

- 3.3 Cleaning of Area: The Contractor at all times shall keep the premises free from an accumulation of waste materials or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the project as well as his tools, construction equipment, machinery and surplus materials and shall leave all surfaces “broom clean” or its equivalent. The contractor shall clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- 3.4 Contractor shall provide any and all equipment deemed necessary to complete work intended.
- 3.5 Contractor may be required to work along with other contractors performing work at the same location.

4. **CONTRACTOR SAFETY REQUIREMENTS:**

- 4.1 Contractor is required to comply with all current NIOSH Safety and Health Standards that are applicable to the work being performed by the Contractor from the City of Washington. Contractor shall name a safety representative for this project. This individual will be responsible for explaining compliance requirements to the Contractor’s employees, communicating with the City’s designated representative for safety when necessary, and communicating to City regarding all safety issues.
- 4.2 Prior to notice to proceed is issued and the contract executed the Contractor (s) shall submit the following information form evaluation:
 1. OSHA 300 Log results for the past 3 years.
 2. OSHA citations received for the past three years.
 3. Experience Modification Factor (Workmen’s Compensation) for the past three years.
 4. Contractor’s written safety program including Electrical Safety Policy, Hazard Communication, and Personal Protective Equipment including documentation of training for employees.
 5. Contractor’s drug and alcohol misuse prevention program.
- 4.3 The City shall have the right but not the obligation to stop work if a condition is observed that is considered to be immediately dangerous to

the life or health of a Contractor's employee. The job shall be closed until the situation is corrected. The City's representative shall attempt to first contact the person designated by the Contractor to handle questions or situations concerning safety. However, the City does not have to allow this situation to persist to satisfy any requirement to contact this person. The City shall not be liable for any expense or damages incurred by the Contractor due to job closure that is the result of a condition that is immediately dangerous to life and health.

- 4.4 Prior to the start of any work performed by a Contractor for the City, the City's Risk Manager will conduct a pre-job safety review with the Contractor's designated representative. The meeting will provide an opportunity for the City's representative to discuss with the Contractor's representative applicable safety rules, including work zone protection and a Emergency Action Plan if Contractor's employees may be affected by the plan, and provide for an open line of communication between both parties.

5. SITE SAFETY AUDIT:

- 5.1 The City's Risk Manager or his/her designee shall have the right, but not the obligation, to periodically audit the Contractor's job site to ensure compliance with the provisions of this contract.

6. ACCIDENT REPORTING REQUIREMENT:

- 6.1 Accidents that occur on the job site of a Contractor working for the City shall be reported to the City's Risk Manager.

DECK RESTORATION

CIVIC CENTER

SCOPE OF WORK:

- I. The work shall include the following but not limited to:
 1. Remove all old decking and dispose of material.
 2. Perform all necessary electrical work as required.
 3. Grassy areas to be seeded and left in a level condition capable of being mowed.
 4. Safety fencing to be installed while work is being performed.
 5. All material to be stored in the area next to the train caboos between the Art Council and Peterson Building.
 6. We will need a temporary deck or walkway on the parking lot side of the building to allow vendor's access to the Civic Center during construction for the events that will be occurring.
 7. A timeline will need to be developed by the contractor with a scheduled review set up by the contractor every 2 weeks with City personnel.
 8. Maintain proper egress while construction underway. See Wayne Harrell on specifics.
 9. Quote the entire package less the Alternate Upper Platform and Alternate Lower Platform. These will be quoted separately in cement and in decking material to determine if have enough money in the project to complete these phases.
 10. Any exceptions are to be noted on page 10 of this package.

II. SUBMITTALS

1. Product Data: Provide any manufacturer's printed data you feel the City may need.
2. Samples: Submit samples of each product to be used if requested.
3. Warranty information if applicable.

III. QUALITY ASSURANCE

1. Contractor shall have a current license.
2. Contractor shall indicate the number of year's experience.
3. Supply a list of 3 references of other similar projects.

IV. DELIVERY, STORAGE AND HANDLING:

1. Products shall be delivered in manufacturer's original packaging or containers, undamaged and dry, with seals and labels intact and legible.
2. Materials shall be stored for the project with weather protective covering and off the ground.
3. Combustible materials shall be stored away from any ignition sources.

V. WARRANTY

1. Contractor shall comply with all warranty requirements as noted in 2.22 of General Terms and Conditions.

**City of Washington
Civic Center
Invitation to Bid
For
Deck Restoration**

EXCEPTIONS TO SPECIFICATION

Please provide detailed information for all exceptions and any substitutions.

COST /EXECUTION OF CONTRACT

By submitting this RFQ, the potential contractor certifies the following:

- ▶ RFQ is signed by an authorized representative of the firm
- ▶ Can obtain insurance certificated as required in the specified length of time following the notice of award
- ▶ Cost and availability of all equipment, materials and supplies associated with performing the services described here in have been determined and included in the proposed cost.
- ▶ All labor cost, direct and indirect, have been determined and included in the proposed cost
- ▶ Contractor has inspected the sight and is familiar with all aspects of the project and the specifications required. If exceptions to the specifications exist, they must be clearly listed on page 10 – “Exceptions of Specifications.”

Therefore, in compliance with the Request for Quote, and subject to all conditions herein, the undersigned offers and agrees, if this RFQ is accepted within specified date from the date of opening.

Bidder: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax: _____ Cell: _____

Federal Employee Identification Number: _____

NC Contractor's License Number: _____

Signed: _____ Title: _____

Typed or printed name: _____

Date: _____

**City of Washington
Civic Center
Request for Quote
For
Deck Restoration**

The undersigned bidder hereby declares that he has carefully examined the requirements and specifications herein, has visited the site and examined all conditions affecting this project and will provide all materials, equipment and appurtenances required for the following sum:

- Landscape allowance of \$1000.00 to be included in base price.
- Brick allowance of \$500/1000 to be included in base price.
- Walkway allowance of \$2000.00 to be included in base price.
- Concrete 6" instead of asphalt to be calculated in price.
- Electrical allowance of \$2000.00 to be included in base price.
- Existing handicap concrete pad to be removed at 2nd Street end of the building then build a new handicap ramp.
- Railing to be hot dip galvanized and painted in the field. Note: There will be an eight foot gate built into the hand rail for loading purposes.
- The A/C units will not be relocated. Quote Alternate Upper Platform taking out the corner and 3 feet walkway between the Arts Council and platform.
- Drop the height of the platforms less than 30" and do not add rails. Quote both platforms with steps made of brick per the drawing. If we build the Lower Platform, include a new handicap ramp and an additional set of steps for the A/C area. Above is for concrete. The same applies if we build out of decking material.

Deck Restoration \$ _____

If awarded this project, a tentative start date: _____

Number of calendar days to complete project: _____
 Alternate Upper Platform (concrete): \$ _____
 Alternate Lower Platform (concrete): \$ _____
 Alternate Upper Platform (wood decking): \$ _____
 Alternate Lower Platform (wood decking): \$ _____

COST /EXECUTION OF CONTRACT

By submitting this RFQ, the potential contractor certifies the following:

- ▶ RFQ is signed by an authorized representative of the firm
- ▶ Can obtain insurance certificated as required in the specified length of time following the notice of award
- ▶ Cost and availability of all equipment, materials and supplies associated with performing the services described here in have been determined and included in the proposed cost.
- ▶ All labor cost, direct and indirect, have been determined and included in the proposed cost
- ▶ Contractor has inspected the sight and is familiar with all aspects of the project and the specifications required. If exceptions to the specifications exist, they must be clearly listed on page 10 – “Exceptions of Specifications.”

Therefore, in compliance with the Request for Quote, and subject to all conditions herein, the undersigned offers and agrees, if this RFQ is accepted within specified date from the date of opening.

Bidder: Horton Contractors. Inc
Address: 206 N Market St
City, State, Zip: Washington, NC 27889
Telephone Number: 975-4774 Fax: 975-1178 Cell: 623-9078
Federal Employee Identification Number: 03-0402671
NC Contractor's License Number: NC 51264

Signed: MS Title: PRESIDENT

Typed or printed name: Brad Horton

Date: 9-14-12

**City of Washington
Civic Center
Request for Quote
For
Deck Restoration**

The undersigned bidder hereby declares that he has carefully examined the requirements and specifications herein, has visited the site and examined all conditions affecting this project and will provide all materials, equipment and appurtenances required for the following sum:

- Landscape allowance of \$1000.00 to be included in base price.
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- Railing to be hot dip galvanized and painted in the field. Note: There will be an eight foot gate built into the hand rail for loading purposes.
- The A/C units will not be relocated. Quote Alternate Upper Platform taking out the corner and 3 feet walkway between the Arts Council and platform.
- Drop the height of the platforms less than 30" and do not add rails. Quote both platforms with steps made of brick per the drawing. If we build the Lower Platform, include a new handicap ramp and an additional set of steps for the A/C area. Above is for concrete. The same applies if we build out of decking material.

Deck Restoration \$ 129,500.00

If awarded this project, a tentative start date: 10-15-12

| | |
|--|---------------------|
| Number of calendar days to complete project: | <u>90</u> |
| Alternate Upper Platform (concrete): | \$ <u>11,300.00</u> |
| Alternate Lower Platform (concrete): | \$ <u>28,200.00</u> |
| Alternate Upper Platform (wood decking): | \$ <u>8000.00</u> |
| Alternate Lower Platform (wood decking): | \$ <u>19,200.00</u> |

- 2.13 All prices submitted must be FOB-Destination – Freight Prepaid and Allowed. If other, ACCURATE FREIGHT COST MUST BE GIVEN.
- 2.14 In the case of error in the extension of prices, the unit price shall govern.
- 2.15 Unless otherwise noted any equipment bid shall be new, unused, or current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be furnished as part of bid.
- 2.16 Historically Underutilized Business:
 Is your organization registered with HUB office?
 Yes _____ No X
 Is your organization a minority Contractor, small Contractor, physically handicapped Contractor, a woman Contractor, a disabled business enterprise, or a non-profit work center for the blind and severely disabled? Yes _____ No X
 MBE requirements and 5% goal also apply on informal contracts EXCEPT the Owner, not the bidder, has the responsibility to make a good faith effort to solicit minority bids to attain the goal. (GS 143-131(b)). Documentation and data on MBE participation is required for informal projects and must be reported upon project completion to the Department of Administration - HUB Office.
- 2.17 A Material Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this quotation. The MSDS must list all ingredients which constitute more than 1% of the product, (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any know acute or chronic health effects: specify exposure limits, precautionary measure, and emergency and first aid procedures.
- 2.18 Permit Fees: The Contractor shall pay for all permits and fees. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this work.
- 2.19 A 95% payment will be made within thirty (30) days after, in the judgment of the City of Washington that the contractor has completely delivered all materials and/or performed all the services in accordance with the requirement of the plans and specifications. The remaining 5% will be paid after the project is reviewed for compliance. The City has the



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 09-27-12
Subject: Adopt Capital Project Amendment for Stormwater Improvement Project (\$28,364).
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council adopt a capital project amendment to re-allocate funds for the stormwater improvement project in the amount of \$28,364, and approve the corresponding purchase order.

BACKGROUND AND FINDINGS:

The stormwater improvement project is now substantially complete less some punch list items that have been accounted for in this request to re-allocate funds within the project. At the August 13, 2012 Council meeting, I presented to you the need to transfer \$2,799 from contingency to construction line item in this project fund. This was based on projected under-runs in some portions of the contract and additional items as explained as a result of inquiry from this meeting. Total expenditures to the contractor, T.A. Loving Company will be \$3,953,790. As of the August 13, 2012 Council meeting, there were purchase orders totaling \$3,926,426 approved. This means we need a final purchase order in the amount of \$28,364, which corresponds with the attached budget ordinance amendment. The justification for this additional expense is noted in the attached September 28, 2012 letter from Durk Tyson with Rivers and Associates. The reason for the difference in the budget ordinance amount of \$28,364 and the number noted in the attached letter of \$29,420 is due to credits in the line item for sales tax refunds. This will be the final budget amendment as it relates to the original stormwater project.

For your information, after this transfer is made, there will be \$146,253 in contingency, a portion of which (\$50,000) is planned to be used for Iron Creek as directed.

PREVIOUS LEGISLATIVE ACTION

October 8, 2012
Page 98 of 127
Most recently, August 13, 2012, budget ordinance amendment.

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

See attached Budget Ordinance Amendment.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK Concur _____ Recommend Denial _____ No Recommendation 10/2/12 Date

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE FOR
THE RECOVERY ZONE BOND STORM WATER PROJECTS
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the following accounts in the Storm Water Capital Project be increased or decreased by the following amounts to provide additional funds for the contractor to complete the project:

| | | |
|-----------------|--------------|-----------------|
| 58-90-5710-4500 | Construction | \$ 28,364 |
| 58-90-5710-9900 | Contingency | <u>(28,364)</u> |
| | Total | \$ 0 |

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 8th day of October, 2012.

MAYOR

ATTEST:

CITY CLERK

September 28, 2012

Mr. Allen Lewis
City of Washington
102 East Second Street
Washington, NC 27889

Subject: City of Washington
2010 Storm Drainage Improvements

Dear Mr. Lewis:

At the end of July, our office was asked to project the final construction cost and completion date for the storm drainage improvements. Based upon the work completed to date and the pending change orders at that time, I estimated T A Loving Company's final contract to be \$3,926,426. This amount included a projected \$70,000 under-run in quantities from work within the Jacks Creek basin.

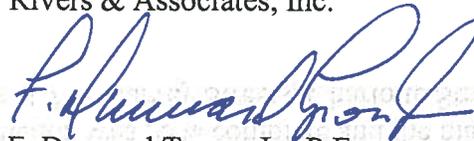
This projection was based upon the actual under-runs in the work completed as of July 25th and the assumption that the remaining work would be completed in accordance with the contract estimated quantities. At that time, the construction was 95% complete and the major items of work remaining were repairing the roadways at 7th / Harvey Streets, Charlotte Street and the parking lot next to the basketball court.

Unfortunately, the existing curb and asphalt pavement were in worse condition than anticipated and required more extensive repairs than originally estimated. The final under-runs in the Jacks Creek Basin totaled \$40,580 (\$29,420 less than earlier projected).

All work has now been completed and the final contract adjusting Change Order has been prepared. T A Loving Company's final contract amount is \$3,953,790.

Do not hesitate to call if you have any questions or need additional information relative to this matter.

With best regards,
Rivers & Associates, Inc.



F. Durward Tyson, Jr., P.E.
Project Manager

October 8, 2012



City of Washington **REQUEST FOR CITY COUNCIL ACTION**

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *AL*
Date: 09-27-12
Subject: Authorize Staff to Apply for EDA Grant for Various Water and Sewer Projects.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize staff to apply for EDA funding for various water and sewer projects totaling approximately \$2,000,000.

BACKGROUND AND FINDINGS:

Staff has recently become aware of funding opportunities for various water and sewer projects through the US Economic Department of Administration. These projects include \$600,000 for a generator at the wastewater treatment plant, \$800,000 for the parallel water line from the water treatment plant, \$125,000 for a generator with automatic switch gear at the Cherry Run sewer lift station and \$475,000 for eliminating gaseous chlorine disinfection at the water treatment plant. The funding available is for fifty percent (50%) of the total cost of the projects meaning that the remaining funds will need to come from the water and sewer funds. All of the projects, with the exception of the generator for the Cherry Run sewer lift station, are in the CIP that was presented to Council for 2013-2017. The total maximum amount of the grant for any given entity is \$1,000,000.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

N/A

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: AL Concur October 8, 2012 Denial _____ No Recommendation 10/2/12 Date
Page 97 of 127



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *ALL*
Date: 09-27-12
Subject: Authorize Manager to Sign Reimbursement Agreement with North Carolina Department of Transportation.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize the Manager sign the attached Reimbursement Agreement with the North Carolina Department of Transportation for the construction of a new terminal building at Warren Field Airport.

BACKGROUND AND FINDINGS:

Please find attached a draft Reimbursement Agreement with the North Carolina Department of Transportation (NCDOT) for the construction of a new terminal building. The NCDOT has agreed to award the City \$500,000 in funds toward the construction of this building. Also attached is a draft breakdown of the remaining funding sources for the project estimated at just over \$1 million. The NPE 2012 and NPE 2013 funds shown are what we commonly refer to as "Vision 100" monies that we are awarded annually. The reason for this agreement and cost breakdown being in draft form is due to waiting on firm quotes from vendors to provide the temporary modular terminal building at the airport until this new building can be completed. Those quotes should be in prior to this Council meeting and a subsequent final Reimbursement Agreement will be distributed as soon as possible.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

See attached Reimbursement Agreement and project cost breakdown.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: October 8, 2012 (if applicable)
City Manager Review: _____ Concur _____ Page 98 of 127 Recommend Denial _____ No Recommendation _____ Date

REIMBURSEMENT AGREEMENT

This Agreement is made this ____ day of _____, 2012, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ("Department"), and agency of the State of North Carolina, and City of Washington ("Sponsor").

WHEREAS Chapter 63 of the North Carolina General Statutes authorizes Department to promote the further development and improvement of air routes, airport facilities, seaplane bases, heliports, protect their approaches and stimulate the development of aviation, commerce and air facilities in the State of North Carolina; and

WHEREAS, Sponsor has undertaken a project which department finds to have further development and improvement of airport facilities in the State of North Carolina, to wit:

To construct a new terminal building ("Project"), and

WHEREAS, Sponsor has requested additional funds in order to proceed with the construction of the Project; and

WHEREAS, Department has agreed to award the Sponsor \$500,000 of "State Aid to Airports" funds.

WHEREAS, as part of the award above, Department has agreed to reimburse the City for their use of a "temporary modular terminal building" for up to 18 months at an amount not to exceed \$27,000.00.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Sponsor will commit their FAA 2012 and 2013 NPE funds toward the design and construction administration of the new terminal building.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS THE DAY AND YEAR FIRST WRITTEN ABOVE.

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

CITY OF WASHINGTON

BY

BY

DIRECTOR OF AVIATION

TITLE

COSTS

| | | |
|-------------------------------------|----------------------------------|-----------------------|
| Building (Design) | | \$150,000.00 |
| Building (Construction) | 3500 sq. ft. * \$200 per sq. ft. | \$700,000.00 |
| Building (Admin/Inspection) | | \$100,000.00 |
| Temporary Modular Terminal Building | \$1500 * 18 Months | \$27,000.00 |
| Contingency | 10% | \$97,700.00 |
| | | \$1,074,700.00 |

FUNDING

| | |
|---------------------------|-----------------------|
| NPE 2012 | \$150,000.00 |
| State Aid to Airports | \$500,000.00 |
| NPE 2013 | \$150,000.00 |
| Partial Insurance Pay-Out | \$274,700.00 |
| | \$1,074,700.00 |

Furnishings

| | |
|--|--------------------|
| Remaining portion of Insurance Pay-Out | \$51,300.00 |
| | \$51,300.00 |

NOTES:

Addition of Contingency Funds
Reduction of Furnishing Allowance due to eligibility constraints
Additional funding allocated for Professional Fees
Insurance Pay-Out will be deemed as "In-Kind", serve as local match
NCDOT Maintenance to be performed on existing apron & vehicular parking lot at 100% *Estimated \$75k*

DRAFT



City of Washington **REQUEST FOR CITY COUNCIL ACTION**

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 09-27-12
Subject: Authorize Manager to Sign a Terminal Building Annex Lease Agreement with Tradewind Sky Sports, LLC.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize the Manager to sign the attached Terminal Building Annex Lease Agreement with Tradewind Sky Sports, LLC to run a Fixed Base Operation – Jump School at Warren Field Airport.

BACKGROUND AND FINDINGS:

Please find attached a draft lease agreement for Tradewind Sky Sports to operate a jump school from the terminal building annex at the airport. This agreement is for jump school operations only. Staff has thoroughly reviewed the original agreement submitted by Tradewind Sky Sports and has revised it as attached and submitted it to Tradewind Sky Sports for their review and approval. This agreement, or something similar, needs to be in place prior to October 15 when City of Washington staff takes over the day-to-day operations of the remainder of airport operations.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

See attached lease agreement.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: October 8, 2012 (if applicable)
City Manager Review: *JK* Concur _____ Recommend Denial _____ No Recommendation 10/2/12 Date

**NORTH CAROLINA
BEAUFORT COUNTY**

**TERMINAL BUILDING ANNEX LEASE AGREEMENT
FIXED BASE OPERATION – JUMP SCHOOL
(Parachute Operations Under FAR Part 105 and 91.307)**

THIS TERMINAL BUILDING ANNEX LEASE AGREEMENT FIXED BASE OPERATION – JUMP SCHOOL (“Agreement”) is made, entered into and executed in duplicate originals as of the 15th day of October, 2012, by and between the **CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes having a principal address of P.O. Box 1988, Washington, North Carolina, 27889, (“Lessor”) and Tradewind Sky Sports, LLC, a North Carolina limited liability company having a principal address of 820 Aviation Drive, New Bern, North Carolina, 28562, (“Operator”).

WITNESSETH:

WHEREAS, Lessor is the owner of the Warren Field Airport (“Airport”), with improvements thereon, which is located in Washington Township, Beaufort County, North Carolina and desires to contract with Operator to lease certain portions of said Airport as well as provide certain fixed base operations at the Airport.

WHEREAS, Operator desires to lease certain portions of said Airport as well as provide certain fixed base operations at the Airport.

WHEREAS, Operator has represented that Operator is fully capable of performing the fixed base operation described in this Agreement and Lessor has relied on such representations to select Operator to perform this Agreement.

NOW THEREFORE, pursuant to Chapter 63 of the North Carolina General Statutes, including but not limited to North Carolina General Statute § 63-53 and other relevant statutory authority, and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein as well as the valuable consideration paid and to be paid, Lessor does hereby demise and lease unto Operator, and Operator does hereby accept from Lessor, that certain building known by the parties hereto as the Terminal Building Annex (“Annex” or “premises”), as more particularly shown on an excerpt from the Airport Layout Plan, which excerpt is attached hereto as Exhibit A and incorporated herein by reference for a more complete and accurate description.

TO HAVE AND TO HOLD said land and premises, together with all privileges and appurtenances thereto belonging to it, Operator, upon the following terms and conditions.

SECTION I Use of Airport

Subject to the express conditions contained in Section VII, Part B hereof, Lessor grants Operator the non-exclusive use, in common with others similarly authorized, of the Airport, together with all adequate space and facilities consisting of sufficient ground area to permit efficient taxiing, servicing, and taking off; equipment; improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, floodlights, landing lights, beacons, signals, radio aids; and any and all other conveniences for flying, landing, and takeoff.

Lessor grants Operator the non-exclusive right, in common with others similarly authorized, to load and unload persons and property as is customary in said Airport so long as the normal routine of Airport operations is not interfered with or made burdensome and to install, maintain, and operate radio communications, meteorological and aerial navigations and such other equipment and facilities, in, on or about the premises herein leased, as may be necessary and convenient for Operator's fixed base operation so long as all applicable city, county and governmental regulations are complied with.

Lessor grants Operator, its employees, contractors, customers, passengers, guests, and other licensees or invitees (collectively, "Operator's permittees"), the non-exclusive use, in common with others similarly authorized, of all public space in the terminal building of the Airport as well as all additional public space that may hereafter be made available therein and any additions thereto, including, but not limited to, the lobby, passenger lounges, waiting rooms, hallways, rest rooms, rooms for flight personnel and other public and passenger conveniences.

SECTION II Acceptance, Maintenance and Use of Premises

Operator agrees to accept the premises in the physical condition in which the same now is. Operator further agrees to maintain the same and the grounds immediately adjacent thereto in at least a like condition during the term of this Agreement, normal wear and tear excepted. Operator further agrees to maintain the premises and the grounds immediately adjacent thereto in a clean, neat and orderly manner so as to promote the use of the Airport, and further agrees to abide by such reasonable requests as may be made by Lessor for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of non-aviation equipment or discarded junk or the discharge of hazardous or regulated chemicals onto the Airport. Operator further agrees to surrender the premises back to Lessor in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Agreement.

Lessor hereby grants Operator the non-exclusive privilege to engage in, and Operator agrees to engage in, the operation of a jump school, including but not limited to a parachute rigging facility, classroom facility, and/or sky diving/parachute school instruction in and from the Annex. No other use of the premises will be permitted without the written consent of Lessor. Said jump school shall meet any and all applicable Federal Aviation Administration ("FAA"), North Carolina Division of Aviation ("NC DOA"), and Airport Rules and Regulations requirements and shall be operated in a businesslike manner. In this regard, Operator shall perform its fixed base operation in a manner such that Operator serves as an ambassador of and to Lessor. All parachute jumps onto or intended to be onto the Airport shall be required to be conducted in accordance with the latest publication of Federal Aviation Regulation (FAR) Part 105, Parachute Jumping, with amendments, if any, the Basic Safety Regulations (BSR) of the United States Parachuting Association (USPA), and the policy and procedures of the Airport as set forth in the Airport Rules and Regulations.

Lessor hereby acknowledges Operator may contract with, and Lessor hereby authorizes Operator to contract with, Funashell Aviation, LLC to assist Operator in Operator's fixed base operation; however, Operator will be solely responsible to Lessor for performance of and compliance with this Agreement.

By virtue of the interest of the public in and the efficient operation of the Airport and the responsibility reposed in Lessor to see that such interest is protected as nearly as may be, Lessor reserves the right, during the term of this Agreement, to authorize additional operators to enter upon the Airport and use the buildings and properties situated thereon, saying and excepting therefrom the premises leased to Operator and the other areas or grounds specifically identified herein.

SECTION III Parking Space

Operator and Operator's permittees may utilize such parking areas and/or parking spaces as are provided by Lessor at the Airport. Lessor reserves the right for Lessor's Airport Operations Technician or other personnel designated by the City Manager ("Lessor's designated Airport operator") to designate the specific parking areas and/or parking spaces that are to be utilized by Operator and Operator's permittees. First consideration and priority shall be given to the general public's use of such parking areas and/or parking spaces, their convenience, and their use of the Airport.

SECTION IV Right of Ingress and Egress

Operator shall have at all times the full and free right of ingress to and egress from the premises and facilities referred to in this Agreement for Operator and Operator's permittees. Such rights also extend to persons or organizations supplying materials or

furnishing services to Operator, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

SECTION V

Term

Subject to earlier termination as provided herein, the term of this Agreement shall be for a period of five (5) years, commencing on the 15th day of October, 2012 and ending on the 14th day of October, 2017.

Either party hereto shall have the right and option to terminate this Agreement on each anniversary date hereof by giving the other party written notice of such termination at least ninety (90) days prior to such anniversary date. The term "anniversary date" shall mean the date one year from the effective date (October 15, 2013) and each year thereafter until this Agreement expires or is sooner terminated.

SECTION VI

Rental and Royalty

A. In addition to any specific sums required to be paid by Operator to Lessor hereunder, Operator shall pay Lessor for the use of the premises, facilities, rights, services, and privileges granted in this Agreement the sum of \$4,800.00 annually. Said sum shall be due and payable each year in monthly installments of \$400.00, beginning on or before October 15, 2012 and on or before the fifteenth day of each and every month thereafter until the termination of this Agreement.

B. The annual rental amount due hereunder shall be subject to an annual rental increase not to exceed the annual percentage increase in the Bureau of Labor Statistics CPI (South Class Size D Series Id. CUURD300SA0) or five percent (5%), whichever is less. The readjusted annual amount due hereunder shall be applicable for the next year until the next readjustment consistent herewith.

C. Operator shall pay to Lessor a royalty in the amount of \$5.00 for every jump taken by a customer of Operator. Operator shall pay this royalty to Lessor on a monthly basis on each date that a rental installment is due beginning on the 15th day of November, 2012.

SECTION VII

Rights, Privileges, Obligations, and Responsibilities

A. In its use of the Airport as well as related facilities, Operator is granted the following specific rights and privileges.

(1) Operator has the right to add any additional capital improvements on the premises under the exclusive control of Operator, including the right to install, maintain, and remove additional, adequate storage facilities and appurtenances for

the purpose of carrying out any of the activities provided for herein, subject to advance approval from Lessor as well as any other conditions herein generally or particularly set forth. Unless removal is authorized by Lessor, all improvements so added by Operator will be and become the property of Lessor at the termination of this Agreement without cost to Lessor. Any improvements that involve alterations to other Airport premises under the non-exclusive control of Operator shall be subject to approval in advance by Lessor and all improvements so added by Operator will be and become the property of Lessor at the termination of this Agreement without cost to Lessor as further consideration hereof unless removal is authorized by Lessor.

B. In its use of the Airport as well as related facilities and in conjunction with Operator's fixed base operation, Operator accepts the following obligations and responsibilities.

- (1) Operator shall provide a jump school program as more specifically described herein.
- (2) Operator shall require each parachutist to initial and sign a release of liability agreement which indemnifies and holds harmless Warren Field Airport, the City of Washington, its officers, employees, agents, and representatives from any and all injuries and/or damages to the parachutist or any other person, and damages to property belonging to the parachutist or any other person, that may occur during or incidental to parachuting jumps conducted by the parachutist onto or intended to be onto the Airport. Operator shall conduct its fixed base operation in accordance with the applicable Airport Rules and Regulations, as may be amended, including but not limited to Section 11, a copy of which Section 11 is attached hereto as Exhibit B and incorporated herein by reference.
- (3) Operator shall provide at least one aircraft for sky diving/parachute operations.
- (4) Operator shall coordinate all jump school activities with Lessor's designated Airport operator.
- (5) Operator shall publish, maintain, and keep regular hours of operation.
- (6) Operator shall purchase all aviation fuel that is required for Operator's aircraft in conjunction with the jump school operations from Lessor at the Airport.
- (7) The use and occupancy of the premises and the use and maintenance of the grounds immediately adjacent thereto by Operator shall be without cost or expense to Lessor. It is understood and agreed that Lessor is obligated to furnish utility services such as electricity, water, and sewer to Operator during the period of occupancy. If Lessor operates or maintains utility services to the premises, it will continue to furnish such utility services at the request of Operator provided

that Operator shall assume and pay any and all costs or charges for any meters that are necessary for measuring said service and the charges for providing such service. Operator also shall assume and pay any and all costs or charges for additional utility services furnished to or required by Operator during the term hereof, including any and all extensions or connections of such services as may be necessary or required in the operation and maintenance of the premises to any and all existing storm and sanitary sewers, water, and utility outlets and shall otherwise pay for any and all service charges incurred or used on the premises.

(8) Operator shall maintain and be responsible for all minor repairs to the Annex. Operator agrees, at its own expense, to cause the premises and the buildings, improvements, and appurtenances thereto, including grounds immediately adjacent thereto, to be maintained in a presentable condition and equal in appearance and character to other, similar improvements on the Airport. Unless specifically provided for herein or expressly permitted by Lessor's designated Airport operator, all of Operator's tools, machines, parts and maintenance equipment shall be stored in the Annex.

(9) Operator agrees, at its own expense, to cause all waste, garbage and rubbish to be removed from the premises and agrees not to deposit the same on any of the Airport premises, except Operator may temporarily deposit the same on the premises in an approved container or enclosure in connection with their collection or removal. Operator agrees it will not allow the accumulation of rubbish, waste, foul material, contaminant, or otherwise create an unhealthy or hazardous condition on the premises.

(10) Subject to the approval of Lessor's designated Airport operator and consistency with any applicable ordinance, Operator shall be permitted to establish as well as maintain a normal company identification sign on the premises and a sign or other posting on the Airport premises that describes Operator's services and the location of Operator's fixed base operation. Operator will not suffer or permit to be maintained upon the outside of any improvements located on the leased premises any billboards or advertising signs except as specifically provided for hereinabove.

(11) Operator will make no unlawful, improper or offensive use of the premises.

(12) Any and all improvements to, use of, or activities upon the premises shall conform to and be consistent with the then current Airport plan, the minimum standards, and the Rules and Regulations adopted for the Airport by Lessor, as may be amended.

(13) Operator shall keep or cause to be kept complete records of the business conducted or transacted in relation to the jump school operation and any additional records reasonably requested by Lessor and, upon request by Lessor,

provide any such records or reports required by Lessor, the City Council, or the City Manager. Nothing in this Agreement, however, shall be construed to permit Lessor to copy documents of the Operator that contain trade secrets or attorney-client privileged information. The records herein required to be kept by Operator shall include but not be limited to a balance sheet for the jump school operation as of the end of each fiscal year of the Operator, a statement of income for such fiscal year, and statements of changes in financial position. Such statements may be audited on an annual basis by Lessor's independent audit firm at the expense of Lessor.

(14) Operator, in its use of, improvement of, or operation on the premises and facilities of the Airport shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, as may be amended.

(15) In performing services under this Agreement which may affect the overall operation of the Airport, Operator shall consult as well as coordinate with Lessor's designated Airport operator, as necessary and appropriate, and advise as well as report to Lessor, as necessary or appropriate, with respect to any FAA, NC DOA, USPA or other regulatory agencies, such compliance or other matters that come to its attention.

(16) Operator shall provide the services performed under this Agreement on a reasonable, and not unjustly discriminatory, basis to all users thereof, and charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume customers and purchasers.

C. Lessor accepts the following obligations and responsibilities.

(1) It is understood by the parties hereto that the major structural and maintenance aspects of the Annex shall remain the responsibility of Lessor. Lessor's repair and maintenance obligation shall include structural repairs and replacements, including the replacement of any currently existing building parts, doors, and installations (electrical, heating and air conditioning, gas, water and sewer) that may become necessary. In the event there is damage to or destruction of all or a material part of the Annex due to a calamity or an act of God, Lessor may elect, in its sole discretion and without any recourse on the part of Operator, whether to repair or replace the Annex.

(2) Lessor, in its sole discretion, shall grant Operator the right to keep and maintain a drop zone at the Airport in conjunction with Operator's jump school. Lessor's designated Airport operator shall designate the area to be utilized as a

drop zone, which drop zone shall be the point of intended landing for all parachute jumps onto or intended to be onto the Airport.

(3) Lessor will make efforts to enforce the Airport Rules and Regulations that prohibit unauthorized aeronautical activities or services at the Airport.

(4) Lessor will make efforts to maintain a wildlife control program in order to reduce wildlife population on Airport grounds.

(5) Lessor will take measures to upkeep runway and taxiway surfaces, in particular to sweep gravel and rocks off the surfaces and to arrange for the repair of pot holes.

SECTION VIII Taxes and Assessments

Operator shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the premises or any improvements or other property situated thereon, it being the mutual intention of the parties that Lessor shall not be required to pay any taxes on real or personal property by reason of permitting Operator to use said real property as herein described. Operator also agrees to indemnify Lessor against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

Operator must verify if requested, that any of Operator's personal property located on the premises or Airport that is required to be listed on the tax rolls of Beaufort County, North Carolina for the current year is listed on the tax rolls of Beaufort County, North Carolina for the current year.

SECTION IX Maintenance and Utilities

Except as otherwise specified herein, during the term of this Agreement, Lessor shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of the individual operators and lessees, including, but not limited to the terminal building (if and when the same is reconstructed); vehicle parking areas and all roadways, runways, aprons and taxiways. Subject to the conditions expressly set forth in Section VII Part B hereof, Lessor shall also maintain and operate all sewage and water facilities, electrical and electronic facilities and such other appurtenances and services as are now or hereafter connected with the operation of the Airport.

SECTION X Rules and Regulations

Operator agrees to comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations,

directions, assurances, 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 at any time hereafter may be applicable to the Airport including premises or any part thereof, or any of the adjoining property, or any use or condition of the premises or any part thereof. Further, Operator shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including, but not limited to, such rules and regulations regulating hazardous or similar substances or conditions, their storage and disposal.

Operator agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including premises; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the FAA; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement or the procedures prescribed or approved from time to time by the FAA with respect to Operator's use of the Airport premises, including premises. Operator further agrees to indemnify and hold Lessor harmless for any and all damage of any kind arising from Operator's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Operator and Operator's permittees.

Operator agrees to abide by and cooperate with Lessor in the enforcement and implementation of applicable Airport security regulations, safety plan standards, and measures as may be adopted by Lessor.

SECTION XI Subordination

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, the State of North Carolina, or any agencies thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development or operation of the Airport or as a condition precedent to the acquisition of the Airport facilities by Lessor. It is specifically understood by Operator that this Agreement is subject to the recapture clause and other conditions of grant agreements and/or grant assurances with the Department of Navy, FAA, the Civil Aeronautics Administration, and the State of North Carolina, respectively. Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Operator in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreements or by actions pursuant thereto by Lessor or the other parties named hereinabove.

SECTION XII Indemnification

Lessor shall stand indemnified by Operator as hereinafter provided. It is expressly understood and agreed by and between the parties hereto that Operator herein is and shall be deemed to be an independent contractor, responsible to all parties for its acts or omissions as well as the acts or omissions of Operator's permittees and Lessor shall in no way be responsible therefor. It is further agreed that, in the use of the Airport, the maintenance, erection, or construction of any improvements thereon, and the exercise or enjoyment of the privileges herein granted, Operator agrees to indemnify, defend and hold harmless Lessor from any negligence of Operator or Operator's permittees.

Operator agrees to indemnify, defend and hold harmless Lessor against any and all liability for injuries to persons or damage to property caused by Operator's or Operator's permittees' negligent use or occupancy of the premises; provided, however, that Operator shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its agents or employees; and provided further that Lessor shall give to Operator prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Operator, and Operator shall have the right to compromise and defend the suit to the extent of its own interest.

SECTION XIII Insurance

Operator shall procure and maintain in force necessary liability insurance coverage for the leased premises and Operator's activities thereon in the minimum amount of \$1,000,000.00 for personal injury, death and property damage resulting from each occurrence to indemnify and hold harmless Lessor from any and all liability for claims of loss, damage, or injury to persons or property caused or occasioned by the use of the premises by Operator or Operator's permittees or their respective activities on or at the Airport during the term of this Agreement. In addition, Operator shall procure and maintain in force necessary insurance coverage as follows: 1) \$1,000,000.00 – products/completed operational aggregate limit and 2) \$1,000,000.00 – personal/advertising injury aggregate limit. All insurance shall be carried by a responsible company and shall be in a form satisfactory to Lessor. Lessor shall be furnished any and all copies of all insurance policies obtained by Operator in compliance with this requirement on or before Operator begins occupancy. Operator agrees to maintain sufficient coverage on a current status and that all such insurance policies obtained by Operator in compliance with this requirement name Lessor as additional insured and provide a thirty (30) day written notice to Lessor of termination, material change in the terms thereof or non-renewal of such policies.

Lessor agrees to maintain fire, extended coverage, and vandalism and malicious mischief insurance on the Annex and on personal property of the Lessor contained therein to the extent of its full insurable value. Operator shall do the same with respect to

its property located in or on the demised premises. Lessor and Operator hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on the leased premises, or property in or on the leased premises.

SECTION XIV Termination and Default

A. This Agreement shall terminate at the end of its original term, unless sooner terminated as provided for herein. No holding over by Operator after the expiration or earlier termination of this Agreement shall operate to extend or renew this Agreement for any further term whatsoever; but Operator will, by any such holding over, become the tenant at will of Lessor. After any written notice by Lessor to vacate the premises, continued occupancy thereof by Operator shall constitute Operator a trespasser.

B. This Agreement shall be subject to termination by either party in the event of any one or more of the following events.

- (1) The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.
- (2) Damage to or destruction of all or a material part of the premises or Airport facilities necessary for the Operator's use of the premises.
- (3) The lawful assumption by the United States, the State of North Carolina, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Operator from using the premises for a period in excess of ninety (90) days.

C. This Agreement shall be subject to termination by Operator in the event of any one or more of the following events.

- (1) The default by Lessor in the performance of any of the terms, covenants, or conditions of this Agreement and the failure of Lessor to remedy, or to undertake to remedy, such default for a period of thirty (30) days after receipt of notice from Operator to remedy the same.

D. This Agreement shall be subject to termination by Lessor in the event of any one or more of the following events.

- (1) The default by Operator in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of Operator to remedy or undertake to remedy such default for a period of thirty (30) days after receipt of written notice from Lessor to remedy the same. Notwithstanding the foregoing, if Operator abandons the premises for any period of time or fails or neglects to make any payment of rental when due, Lessor may, at its option and without any other

notice, demand, or legal proceeding, declare this Agreement void, terminate this Agreement, require Operator to vacate, enter the premises, and eject Operator therefrom or may pursue any other lawful right or remedy.

(2) Operator has a petition filed against it for an involuntary proceeding under any applicable bankruptcy, insolvency, or similar law now or hereafter in effect and such petition shall not have been dismissed within sixty (60) days of filing.

(3) A Court having jurisdiction shall have appointed a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of such party for any substantial portion of its property or ordered the winding up or liquidation of its affairs.

(4) Operator files a voluntary proceeding or reorganization plan under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect; shall have made a general or other assignment for the benefit of creditors; shall have failed generally to pay its debts as they become due; or is adjudicated as bankrupt.

SECTION XV

Surrender of Possession: Title to Improvements and Repairs

Upon termination by expiration of the original term of this Agreement or upon earlier termination under any circumstances, Operator's rights to use the premises, facilities, and services described in this Agreement shall cease, and Operator shall vacate the premises without unreasonable delay. Operator shall surrender the premises in approximately the same condition as upon taking of possession, allowing for reasonable wear and tear. Upon any such above termination, Operator shall have no further right or interest in any of the premises, Airport, or the improvements thereon. It is mutually agreed that title to any and all improvements currently situated, hereafter erected, or hereafter constructed upon the premises or Airport shall remain, revert to, or become owned and possessed, as the case may be, by Lessor upon the expiration or earlier termination of this Agreement, without any additional payment or consideration to Operator therefor, free and clear of all claims or liens through or on the part of Operator on account of any repair or improvement work. The vesting of title in Lessor at the time specified is a part of the consideration for this Agreement. Lessor shall not be liable to Operator or Operator's contractors or subcontractors for the value of such improvements currently situated on, hereafter erected, or hereafter constructed upon the premises.

SECTION XVI

Inspection by Lessor

Lessor may enter the premises now or hereafter leased exclusively to Operator at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this Agreement. Operator will provide access to the premises including the Annex for inspection by Lessor. This inspection may be made at least semi-annually

with a fire department official. Any discrepancies or violations must be corrected within thirty (30) days or this Agreement may be terminated.

SECTION XVII
Assignment and Subletting

Operator shall not at any time sublease, assign, or in any manner surrender personal control of any part of the property or rights herein contracted for without the written consent of Lessor. Provided, however, that the foregoing shall not prevent the assignment or subletting of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator, or to the United States government or any agency thereof. No such assignment or subletting contemplated hereunder shall release Operator from its obligations to pay any and all of the rentals and other charges set forth in this Agreement. It is recognized that the interest of all parties will be promoted and served by the increased use of the Airport facilities and it is not the intention of this provision to so restrict this use, but rather to insure that the same is accomplished with the view of serving the public interest vested in Lessor.

SECTION XVIII
Notices

Notices provided for in this Agreement shall be sufficient if sent by registered mail, postage prepaid, and addressed as follows:

TO LESSOR: Attn: City Manager
 City of Washington
 Post Office Box 1988
 Washington, NC 27889

TO OPERATOR: Attn: Thomas Dolder, Owner/Manager
 Tradewind Sky Sports, LLC
 820 Aviation Drive
 New Bern, NC 28562

Any notice so given to either party hereunder shall be conclusively considered to have been received on the third business day following the proper mailing thereof. Each party shall give written notice to the other of any change of address at least thirty (30) days in advance of the date such change is to become effective, whereupon the address so given shall control.

SECTION XIX
Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

SECTION XX
Severability

Any covenant, condition, or provision of this Agreement that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletions shall in no way effect any other covenant, condition or provision of this Agreement, so long as such deletion does not materially prejudice Lessor or Operator in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

SECTION XXI
Effect of Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

SECTION XXII
Arbitration

In the event of any disagreement as to whether there has been a breach of contract under this Agreement, the questions shall be submitted to arbitration, each party hereto selecting one arbitrator and the two so selected selecting a third arbitrator (but if no agreement can be reached as to the third arbitrator, he shall be appointed by the Clerk of Superior Court of Beaufort County), which board of arbitrators shall sit within two weeks following the date of their appointment, and after proper notice to both parties, shall hear the evidence presented by both sides and render their decision. The decision of the majority of the board of arbitrators shall be binding on both Lessor and Operator, and it shall be made and announced as soon as possible, and in no event later than two weeks after the aforementioned hearing. Each party shall pay the arbitrator appointed by it, and the third arbitrator shall be paid jointly by Lessor and Operator. In this connection, attention is invited to the fact that the management of said Airport, its general appearance and the manner in which the general public is met and served is of paramount importance to Lessor, and in the event of any disagreement requiring adjustment or adjudication by arbitration, as herein provided, said arbitrators shall give particular attention to these considerations to the extent that Operator shall comply with all requirements of this Agreement.

SECTION XXIII
Effect of Agreement

All covenants, conditions, or provisions in this Agreement shall extend to and bind the legal representatives, permitted successors and permitted assigns of the respective parties. This Agreement is in lieu of any agreement heretofore executed

between the parties hereto and any such prior agreement is hereby cancelled and no longer in effect.

SECTION XXIV
Attorney's Fees

In the event any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay under this Agreement, a reasonable sum for the successful party's attorney's fees.

SECTION XXV
Entire Agreement

This Agreement shall constitute the sole agreement between the parties hereto and it is understood that the provisions contained herein shall not be altered, modified or changed in any manner except by written agreement executed by Lessor and Operator, and no oral contract or agreement, or informal memorandum shall have the effect of so modifying, altering or changing this Agreement. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION XXVI
Modification of Agreement

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement, shall be binding only if in writing signed by each party or an authorized representative of each party.

Notwithstanding anything herein to the contrary, this Agreement shall be interpreted and, if necessary, amended, to ensure and preserve its compliance with any applicable Federal obligation. If Operator refuses to effectuate any amendment that may be required to ensure and preserve its compliance with any applicable Federal obligation, such refusal shall constitute an event of default and this Agreement may be terminated as a result thereof upon notice from Lessor to Operator.

The parties hereto expressly acknowledge the following. The Airport Terminal was essentially destroyed by an extreme weather event on or about July 1, 2012. Lessor plans to reconstruct the Terminal at some point in the future. Lessor anticipates that the reconstructed Terminal will contain space that is sufficient to accommodate Operator's fixed base operation therein. In light of the foregoing, in the event Lessor reconstructs the Terminal in such a manner as to accommodate Operator's fixed base operation therein, Lessor reserves the right, in Lessor's sole discretion, to require Operator to move Operator's fixed base operation into the reconstructed Terminal and to demolish and/or otherwise utilize the Terminal Building Annex after Operator's fixed base operation is moved into the reconstructed Terminal. Notwithstanding anything herein to the contrary, the parties expressly agree that, in the event the above occurs, the parties will meet,

negotiate in good faith, and execute either an amendment to this Agreement or a new agreement as may be necessitated by the above. The material terms of this Agreement that are unaffected by or unrelated to the above occurrence shall remain unchanged in such an amendment or new agreement.

SECTION XXVII Confidentiality

All books, records, information, and data that are exchanged or received between the parties shall remain confidential and shall not be disclosed to any other person, except as specifically authorized or as may be required by law.

SECTION XXVIII Negation of Membership or Joint Venture

Nothing contained in this Agreement shall constitute, or be construed to be or to create, a partnership or joint venture between Operator and Lessor.

SECTION XXIX Other

A. Maintenance Hangar. Lessor shall provide Operator the right to use the hangar commonly referred to and known by the parties as the Maintenance Hangar so long as said Maintenance Hangar is not being used, or is not needed for any reason, by Lessor or so long as Lessor has not contracted with an aircraft maintenance operator or other fixed base operator for its occupancy and use. Said use by Operator shall be at will and may be terminated in Lessor's or Operator's discretion at any time without notice. Operator's use of the Maintenance Hangar shall be limited solely to purposes related to its fixed base operation as described herein, including parachute rigging and the storage of aircraft that are owned by Operator and used in conjunction with Operator's jump school operation. Operator shall not use the Maintenance Hangar for any other purpose without the express permission of Lessor's designated Airport operator. Operator shall pay Lessor for this use of the Maintenance Hangar the sum of One Dollar (\$1.00) per square foot of hangar space for 5,000 square feet per year (\$5,000.00 annually) due and payable in monthly installments of Four Hundred Sixteen Dollars and 66/100s (\$416.66) beginning on or before October 15, 2012 and on or before the 15th day of each and every month thereafter until the termination of this Agreement or either party terminates Operator's right to use said Maintenance Hangar, whichever occurs first. Operator accepts said Maintenance Hangar as is and acknowledges that Lessor has no responsibility whatsoever for its condition. Operator shall be responsible for any routine maintenance and repair obligations that might arise, including the obligation to keep the Maintenance Hangar and its grounds in a clean and orderly manner and appearance. Operator shall clean the Maintenance Hangar and make certain investments to facilitate its use upon receipt of approval for the same from Lessor's designated Airport operator. The parties understand that Lessor has no maintenance obligation whatsoever in regard to the Maintenance Hangar.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be duly and properly executed as evidenced by the authorized signatures below.

PRE-AUDIT CERTIFICATE

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

CITY OF WASHINGTON

Matt Rauschenbach,
Chief Financial Officer

LESSOR:
CITY OF WASHINGTON

(CORPORATE SEAL)

ATTEST:

Cynthia S. Bennett, City Clerk

By: _____
Joshua L. Kay, City Manager

Date: _____

OPERATOR:
TRADEWIND SKY SPORTS, LLC

By: _____
Thomas Dolder, Owner/Manager

Date: _____

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

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

WITNESS my hand and Notarial Seal, this the ___ day of _____, 2012.

Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

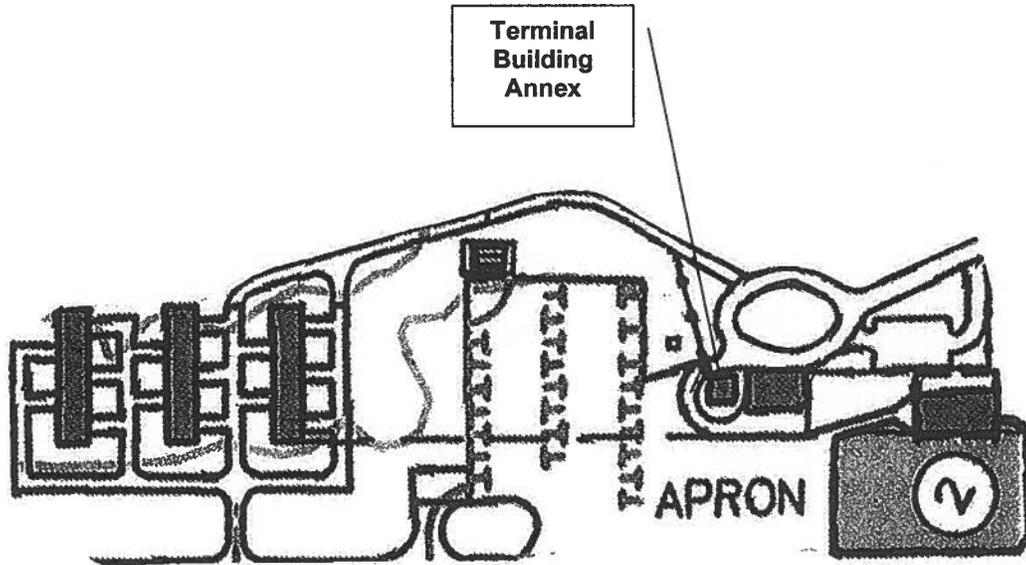
Before me, a Notary Public in and for the County and State aforesaid, this day personally appeared **THOMAS DOLDER** and acknowledged that he is Owner/Manager of **TRADEWIND SKY SPORTS, LLC**, and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ___ day of _____, 2012.

Notary Public

My Commission expires: _____

Exhibit A



DRAFT

Exhibit B Warren Field Airport Rules and Regulations

SECTION 11

PARACHUTE JUMPING & SKY DIVING

- A. Purpose. The purpose is to establish the policy governing, and the procedures to be used for, the conduct of parachute jumping onto, or intended to be onto the airport.
- B. Scope. This is applicable to all individuals, corporations, private enterprises and any other organizations desiring to sponsor, supervise, or otherwise conduct parachuting jumps onto the airport. This is not applicable to the conduct of a parachuting jump onto the airport made necessary because of an aircraft in-flight emergency.
- C. Policy. Inherent to the operations of a public airport, and in keeping with the public trust, it is a requirement that all aeronautical activities at the airport be conducted so to, minimize any hazard to air traffic or to persons and property on the ground, either on or off of the airport. To that end, it is the policy of the airport that:
1. A parachute DZ shall be designated by the Airport Manager as the area to be used as the point of intended landing for all parachute jumps onto or intended to be onto the airport.
 2. All aircraft traffic patterns shall be established so as to minimize the potential for conflict between aircraft and parachutists.
 3. All civilian parachute jumps onto or intended to be onto the airport shall be required to be conducted in accordance with the latest publication of Federal Aviation Regulation (FAR) Part 105, Parachute Jumping, with amendments, if any, the Basic Safety Regulations (BSR) of the United States Parachuting Association (USPA), and the policy and procedures of the airport as set forth herein.
 4. All military parachute training jumps onto or intended to be onto the airport by members of the U.S. Armed Forces shall be required to be conducted in accordance with FAR Part 105, the applicable regulations and operating instructions of the branch of service and organizational units of which the parachutists are members, and the policy and procedures as set forth herein.
 5. Each parachutist shall be required to initial and sign a release of liability agreement which indemnifies and holds harmless Warren Field Airport, the City of Washington, its officers, employees, agents, and representatives from any and all injuries and/or damages to the parachutist or any other person, and damages to property belonging to the parachutist or any other person, that may occur during or incidental to parachuting jumps conducted by the parachutist onto or intended to be onto the airport. The Parachuting sponsor may use an agreement of its own if the agreement has been reviewed and approved by the airport owner, or it may use the agreement contained in Section 12E.
 6. Before sponsoring, supervising or otherwise conducting parachute jumps onto or intended to be onto the airport each Parachuting Sponsor shall:
 - a. Provide the airport owner with proof of general liability insurance with minimum limits of coverage of three hundred thousand dollars (\$300,000.00) per occurrence, and six hundred thousand (\$600,000) annual aggregate.
 - b. Provide the airport owner with proof of membership in good standing of the USPA,
 - c. Sign a Parachuting Sponsor's Agreement contained herein, acknowledging having read and understood Warren Field's Rules and Regulation and agreeing to conduct all parachuting jumping in accordance with the policy and procedures set forth herein.
 7. Unless otherwise and specifically requested 48 hours in advance, and approved by the Airport Manager, Parachuting Sponsors shall not conduct parachute jumps onto or intended to be onto the airport other than during the times and from the altitudes specified in the A/FD.
 8. Failure of a Parachuting Sponsor to comply with the policies and procedures contained herein shall result in the denial of parachuting privileges at the airport for that Parachuting Sponsor.
 9. There shall be a designated representative of the Parachuting Sponsor available to airport management during all parachute operations conducted by that Parachuting Sponsor. Communications with the designated representative may be maintained by radio, telephone, or person-to-person.
 10. Parachute meets or other large parachuting events conducted by a Parachuting Sponsor shall be scheduled and approved by the Airport Manager 45 days in advance in order to ensure that adequate facilities are available to support the public.
 11. Parachutists shall make every reasonable effort to remain clear of all runways, taxiways, and ramps.
 12. Pilots of jump aircraft shall transmit the following advisory on UNICOM (122.7) three minutes prior to parachutists exiting the aircraft: "WARREN TRAFFIC, AIRCRAFT (state identification number), THREE MINUTES TO JUMPERS AWAY, 12,000 FEET AND BELOW, WARREN Field."
 13. Parachuting Sponsors shall not conduct parachute jumps when prevailing surface winds exceed 20 knots as reported by the AWOS or, in the absence of AWOS wind data, as indicated by the wind sock in the airport's segmented circle.
 14. Pilots of jump aircraft owned or Leased by Parachuting Sponsors for parachutes jumps at the airport shall be appropriately certificated by the FAA and currently medically qualified to perform flight operations in support of parachute jumps.
 15. Aircraft owned or leased by Parachuting Sponsors and used in conjunction with parachute jumps at the airport shall be maintained in accordance with applicable FAA regulations.
 16. Any time that a situation arises that constitutes an immediate threat to the safety of persons or property, the Airport Manager or his designated representative shall direct the Parachuting Sponsor to terminate parachute jump operations until such time that the threat no longer exists.
- D. Procedures:
1. The Airport Manager shall:
 - a. Establish and maintain a designated parachute DZ on the airport that will provide the safest possible environment for the conduct of parachute jumps at the airport.
 - b. Ensure that all Parachuting Sponsors have signed a Parachuting Sponsor's Agreement in accordance with Section 12F.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Josh Kay, City Manager
Date: October 1, 2012
Subject: Disposition of vacant lot located at 507 West Second Street
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council adopt the Resolution authorizing the advertisement of an offer to purchase certain property located at 507 West Second Street.

BACKGROUND AND FINDINGS:

On July 23, 2012, Council awarded the demolition contract for the structure located at 507 West 2nd Street to the lowest responsible bidder, Roanoke Electric Corporation, in the amount of fourteen thousand seven hundred dollars (\$14,700). Subsequently, the vacant property was declared surplus. An offer to purchase was received on October 1, 2012 in the amount of \$100.

PREVIOUS LEGISLATIVE ACTION

Offered property for sale 1st Bid offering -bid removed
2nd Bid offering -none received
Historic Preservation Commission granted COA April 3, 2012
Adopted demolition ordinance—June 11, 2012

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Resolution to advertise property

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK Concur _____ Recommend Denial _____ No Recommendation _____

10/2/12

Cynthia Bennett

From: cindy jackson [REDACTED]
Sent: Monday, October 01, 2012 2:42 PM
To: Cynthia Bennett
Subject: Re: the property @ 507 west second st

Dear City of Washington,

We would like to make an offer of \$100 to purchase the property at 507 West Second St. We are the property owners of 509 West Second and we have a desire to improve the aesthetics and help maintain the historical value of this piece of property. Thank you for taking the time to consider our offer.

Tony and Cynthia

Jackson

**RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO
PURCHASE CERTAIN REAL PROPERTY**

WHEREAS, the City Council of the City of Washington ("City") desires to dispose of certain surplus real property of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows.

1. The following described real property, having an address of 507 West Second Street, is hereby declared to be surplus to the needs of the City.

That certain tract or parcel of land lying and being in the City of Washington, Beaufort County, North Carolina, more particularly described as follows:

IT BEING that Lot One (1) containing 0.09 acres as shown on survey map entitled "Survey for Timothy M. Evans" prepared by Waters Surveying dated December 3, 2009 and being that same property deeded to the City of Washington by deed dated January 27, 2010 recorded in Book 1710, Page 461, Beaufort County Registry, to which survey map and deed reference is herein made for a more complete and adequate description.

2. The City has received an offer to purchase the property described above for the sum of one hundred dollars (\$100.00). The person who made said offer must deposit with the City Clerk a sum equal to five percent (5%) of his or her offer (five dollars - \$5.00) by cash or check. Said offer is available for public inspection in the office of the City Clerk.
3. The City proposes to accept said offer unless a qualifying upset bid shall be made.
4. The City Clerk shall cause a notice of such offer to be published in accordance with North Carolina General Statute § 160A-269.
5. Any person desiring to submit a qualifying upset bid to said offer shall submit a written upset bid to the City Clerk within ten (10) days of the date the notice provided for herein is published. In order to qualify as an upset bid, any such upset bid must raise said offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) and five percent (5%) of the remainder of said offer. Any person making a qualifying upset bid must deposit with the City Clerk a sum equal to five percent (5%) of the qualifying upset bid by cash or check. The highest such qualifying upset bid received by the City Clerk during said ten (10) day period shall become a new offer. If there is more than one qualifying upset bid in the highest amount, the first such qualifying upset bid received shall become the new offer.
6. The City Clerk is directed to advertise any new offer at the increased amount and

to continue this process until a ten (10) day period has passed without receipt of a subsequent qualifying upset bid (new offer).

7. Notwithstanding anything herein to the contrary, the City, in its discretion and without recourse from any individual making an offer or any subsequent qualifying upset bid (new offer), reserves the right to reject any and all offers as well as upset bids and to cancel this upset bid process at any time.

Adopted this 8th day of October, 2012.

ATTEST:

Cynthia S. Bennett,
City Clerk

N. Archie Jennings, III
Mayor

PUBLIC NOTICE

The City Council of the City of Washington ("City") has received an offer to purchase the following property, having an address of 507 West Second Street, for the sum of \$100.00.

That certain tract or parcel of land lying and being in the City of Washington, Beaufort County, North Carolina, more particularly described as follows:

IT BEING that Lot One (1) containing 0.09 acres as shown on survey map entitled "Survey for Timothy M. Evans" prepared by Waters Surveying dated December 3, 2009 and being that same property deeded to the City of Washington by Deed dated January 27, 2010 recorded in Book 1710, Page 461, Beaufort County Registry, to which survey map and deed reference is herein made for a more complete and adequate description.

Persons desiring to submit a qualifying upset bid to said offer must submit a written upset bid to the City Clerk at 102 East Second Street, Washington, North Carolina, by 5:00 p.m. on October ____, 2012. To qualify as an upset bid, any such upset bid must be at least one hundred ten dollars (\$110.00) and must be accompanied by an upset bid deposit equal to five percent (5%) of the upset bid by cash or check. The highest such qualifying upset bid received by the City Clerk during said ten (10) day period shall become a new offer. If there is more than one qualifying upset bid in the highest amount, the first such qualifying upset bid received will become the new offer.

The City Clerk will advertise any new offer at the increased amount and continue this process until a ten (10) day period has passed without receipt of a subsequent qualifying upset bid (new offer).

Inquiries regarding the sale may be directed to the City Manager at 102 East Second Street, Washington, North Carolina 27889.

Notwithstanding anything herein to the contrary, the City, in its discretion and without recourse from any individual making an offer or any subsequent qualifying upset bid (new offer), reserves the right to reject any and all offers as well as upset bids and to cancel this upset bid process at any time.

This notice is published in accordance with North Carolina General Statute § 160A-269.

Cynthia S. Bennett
City Clerk for the City of Washington

Publish on October _____, 2012