



MAY 13, 2013
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from April 15, 19, 22, and April 25, 2013 (**page 4**)

Approval/Amendments to Agenda

**PRESENTATION: Councilman Pitt and Mayor Pro tem Roberson – NCLM
Local Elected Leaders Academy – Recognition Certificate**

I. Consent Agenda:

A. Authorize/Adopt – Repurchase of Cemetery Lot R-161, Plot 4 in Oakdale Cemetery for \$600.00 and Adopt Budget Ordinance Amendment (**page 58**)

B. Approve – Purchase Orders >\$20,000 (**page 64**)

II. Comments from the Public:

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

A. None –

IV. Public Hearing – Other:

A. Public Hearing – FY 2013-14 Budget

V. Scheduled Public Appearances:

A. Jim Wiley – Beacon Street – Single Family Development

B. Larry & Kim Williams – Sea Tow – Life Jacket Loaner Program (**page 67**)

VI. Correspondence and Special Reports:

A. Memo – Contracts for Water Treatment Chemicals (**page 72**)

B. Memo – Warren Field Terminal Design Subcommittee (**page 75**)

C. Memo – July 4, 2013 Fireworks (**page 76**)

D. Memo – General Fund Budget Transfer – Planning and Inspection departments (**page 77**)



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- E. Memo – General Fund Budget Transfer – City Manager and Code Enforcement departments (**page 79**)
- F. Memo – General Fund Budget Transfer – Fire and EMS departments (**page 83**)
- G. Memo – General Fund Budget Transfer – Miscellaneous and Outside Agency departments (**page 85**)
- H. Memo – General Fund Budget Transfer – City Manager and Human Resources departments (**page 87**)
- VII. Reports from Boards, Commissions and Committees:
 - A. Human Relations Council (**page 89**)
 - B. Washington Harbor District Alliance (**page 90**)
 - C. Financial Reports (**emailed as available**)
- VIII. Appointments:
 - A. None
- IX. Old Business:
 - A. None
- X. New Business:
 - A. Adopt – Resolution directing the City Clerk to investigate a petition for a contiguous annexation from Wimco, Inc. (**page 92**)
 - B. Approve/Authorize – the City Manager to execute the Memorandum of Cooperative Agreement and the NC Division of Coastal Management Agent Authorization Form with NC Wildlife Resources Commission (Masons Landing Boating Access Area) (**page 97**)
 - C. Adopt – NCDENR Adopt-A-Trail Grant (**page 103**)
 - D. Amend – Chapter 10, Electric Utility, Section 10-45: Deposits of the Washington City Code (**page 107**)



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- E. Approve/Authorize – Impressions Lease Assignment **and** Ratify the Mayor's execution of the Assignment and Assumption of Lease Agreement (**page 116**)
- F. Approve/Authorize – idX Landlord Subordination Agreement **and** Ratify the Mayor's execution of the Landlord Lien Subordination Agreement (**page 124**)
- G. Appoint – Matt Rauschenbach as Acting City Manager (**page 133**)
- XI. Any Other Items From City Manager:
 - A. None
- XII. Any Other Business from the Mayor or Other Members of Council
 - A. Discussion – Loitering/loud music downtown/waterfront (**Councilman Pitt**)
- XIII. Closed Session – Under § NCGS 143-318.11(a)(3) Attorney Client Privilege
- XIV. Adjourn – Until Monday, _____, 2013 at 5:30 pm, in the Council Chambers at the Municipal Building.

The Washington City Council met in a regular session on Monday, April 15, 2013 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Richard Brooks, Councilman; Ed Moultrie, Councilman; Bobby Roberson, Mayor Pro tem; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

William Pitt, Councilman entered the meeting at 5:50pm.

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, Community and Cultural Services Director; Stacy Drakeford, Fire and Police Services Director; Susan Hodges, Human Resources Director; Keith Hardt, Electric Director; Lynn Lewis, Tourism Director; David Carraway, IT; Kristi Roberson, 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. A moment of silence was held to honor the memory of John McConnell, Jr. Silent reflection was also held to remember those affected by the tragic bombing at the Boston Marathon that occurred earlier this afternoon.

APPROVAL OF MINUTES FROM MARCH 11 AND MARCH 25, 2013

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the minutes of March 11 & 25, 2013 as presented.

APPROVAL/AMENDMENTS TO AGENDA

Councilman Brooks requested the following additions to the agenda:

- Discussion: Severance Pay
- Discussion: Insurance for City retirees
- Discussion: Nepotism Policy

Mayor Jennings requested the following changes to the agenda:

- Add under Closed Session: the word "including" City of Washington....
- Add under Closed Session: NCGS 143-318.11(a)(4) Economic Development
- Remove: Presentation to Councilman Pitt
- Remove: Appointment to Historic Preservation Commission to fill a vacant position with a term to expire on June 30, 2016
- Correct adjournment date to reflect April 22nd instead of April 29th.

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

PRESENTATION: Councilman Pitt – NCLM Local Elected Leaders Academy (moved to May)

PRESENTATION: WASHINGTON AREA HISTORIC FOUNDATION

The Department of Planning and Development and the Historic Preservation Commission, in conjunction with the Washington Area Historic Foundation, will be replacing the Historic Walking Tour Signs in Downtown Washington and the surrounding neighborhoods. Members of the Washington Area Historic Foundation have researched the placing of the Tour Signs and the costs.

The Beaufort County Historic Society, along with the City of Washington, developed a walking tour of the City and erected approximately 15 signs guiding visitors to historic homes and buildings approximately 25 years ago. Over the past 20 plus years some of the signs have disappeared and others have weathered badly.

The Washington Area Historic Foundation Committee, consisting of George Fields, Dee Congleton, and Ray Midgett, has studied various proposals to replace the signs with 22 new ones. The total cost to complete the sign replacement project is \$4,981. The Washington Area Historic Foundation wishes to donate \$1,000 toward the completion of this project.



Left to Right: Mayor Archie Jennings, WAHF Members: George Fields & Dee Congleton and City Manager, Josh Kay

CONSENT AGENDA

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

*Requisition #12591, \$40,950 to Concrete Conservation, Inc. to rehab sewer manholes, account 32-90-8210-4500

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

NEAL WOOLARD & DAVID GOSSETT – DOCK DOGS

Mr. David Gossett and Mr. Neal Woolard reminded Council that in 2009/2010 Council voted to give the Wildlife Guild \$5,000 specifically for the Dock Dogs event. It has come to their attention that the Wildlife Guild will not host the Dock Dogs event beginning in 2014. Mr. Woolard and Mr. Gossett

felt the event was too popular to be cast to the wayside. Plans have been made to hold the Dock Dogs event during the Summer Festival beginning in 2014. The event will be moved from Kugler Field to the Washington waterfront/Stewart Parkway and will now be a free event instead. They are requesting that the \$5,000 designated to the Dock Dogs event since 2010-2013 be transferred directly to Dock Dogs. Mr. Woolard said normally the event has 35 dogs participating. He was told that being the event will be held in the summer, the number of dogs participating would more than triple. He asked participants in the past, "how could we make this event better". They all answered having the event closer to the other activities and within walking distance of all the events. Having the Dock Dogs competition downtown will accomplish this task.

Mayor Jennings thanked Mr. Woolard and Mr. Gossett for pulling this event out and giving it a home of its own.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the relocation of the \$5000 allocated to the Dock Dogs event from the Wildlife Guild.

Councilman Mercer noted that the indication of the motion was that the money was already appropriated for 2014, we are in budget discussions now and no funds have been appropriated for 2014 yet.

Mayor Pro tem Roberson withdrew his motion.

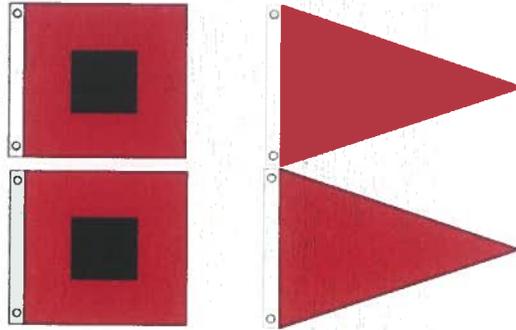
By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council amended the FY 2012-2013 budget to encumber \$5000 for the 2014 Dock Dogs event to be held during the Summer Festival.

COMMENTS FROM THE PUBLIC:

Ray Midgett, 108 Simmons Street spoke in support of the donation of Washington's Coastal Warning Display tower to the City of Washington and its restoration and relocation to Washington's waterfront. Mr. Midgett shared a brief history of the Coastal Warning Display towers, and specifically the history of Washington's tower.

(begin)Over one hundred years ago, when coastal shipping was a major method of moving goods to market, the Federal government realized that a system was needed to warn sailing and motor vessels of impending bad weather. Such a system was vital to the mariner's safety and well being. So in 1898, President McKinley ordered the newly established Weather Bureau to build a series of coastal warning display towers to "supply the needs of the more important ports not having regular Weather Bureau offices." Washington, being one of those important ports, received one of the first towers, a tower that still stands off East Main Street near the Pamlico River.

A "coastal warning display tower," sometimes known as a storm warning tower, was a special kind of skeletal tower designed to display storm warnings with flags during the day and colored lanterns at night. The daytime flags consisted of 8 foot square red flags with black centers, two of which were flown for hurricane warnings, or a red pennant that was 8 feet by 15 feet to indicate small craft warnings.



The night warnings were displayed by three vertical lanterns, two of which were red separated by one white lantern. The individuals employed by the Weather Bureau to display the warnings were given the title of “storm-warning display man” and were often local residents.

A history of the tower in Washington finds that a Storm-Warning Display and Seacoast Telegraph station was in place here in Washington by 1900. The first “storm-warning display men” in town were Dr. James Gallagher and his wife Mary. The Gallagher’s lived at 629 East Main Street. It was in their backyard where the tower was first erected. Mary Gallagher was listed in 1906 Weather Bureau records as receiving \$12/month compensation for her services.

Dr. Gallagher died in 1911, and for almost 30 years, Mary Gallagher had the sole responsibility of raising the storm flags. Mary, at the age of 88, was still listed in the 1940 census as employed by the Weather Bureau. Mary died in 1944 at the age of 91.

According to Hugh Sterling, it was in the early 1940’s when the tower was moved to its present location at 720 East Main Street. According to Hugh, Ms. Lossie Waters assumed the responsibility of displaying the flags until the National Weather Service discontinued the use of the towers on February 15, 1989. So interestingly, for the 80+ years that the tower was in use, two women were employed in the important position of “storm-warning display men,” or should I say women, warning mariners of impending bad weather.

Hundreds of these towers were built during the first half of the 20th Century, but a quick Google search of the web retrieves only a short list of less than 10 still standing. Unlike the towers in other historic NC ports; such as Edenton, Elizabeth City, and New Bern; Washington’s tower still stands. Like the coastal towns of Southport and Manteo, it is my hope that Washington’s tower can be restored and moved to our waterfront to be used as an educational exhibit and as an illustration of Washington historic maritime past. As Manteo has done to make the tower an attraction to visitors, forecast flags could be flown daily from our tower to display the day’s expected weather conditions and storm warning flags flown whenever they are appropriate. Plaques could be attached to the tower explaining its history and describing the weather flags.

I am on the board of the Washington Area Historic Foundation, and in a recent meeting, the board passed a resolution in support of moving the tower to the waterfront.(end)

Mr. Midgett stated it is his belief that history buffs, boaters, and meteorological enthusiasts would find our restored “storm-warning display” tower an attraction worth visiting on Washington’s waterfront.

MEMO – DONATION – COASTAL WARNING DISPLAY TOWER

The U.S. Weather Bureau once used Coastal Warning Display towers to fly signal flags to warn mariners of wind shifts or approaching storms. Dozens of these towers were built after 1898, when President McKinley ordered the Weather Bureau to implement a hurricane warning system for ships. The towers were officially known as coastal warning display towers (CWD). Use of the forecast flags faded after 1925, as radio stations took over the role of disseminating local weather forecasts. The storm warning system and the CWD towers are obsolete today; the National Weather Service deactivated its Coastal Warning System in 1989. Although the program has been formally discontinued, the Coast Guard and other stations may continue to display warning signals without the direct assistance of the National Weather Service, It is believed that only five towers are still in use today, with two of those being in North Carolina.

The City of Southport restored its tower as a memorial to Jessie Taylor, the woman who flew the signal flags from the tower from 1900, when it was built, until she died in 1962. The tower now flies the Stars and Stripes, It stands in front of the Fort Johnston Officers Quarters, a historic building dating from about 1800. In September 2005, the North Carolina Maritime Museum's branch at Manteo, just inside the Outer Banks, acquired Manteo's 1904 CWD tower and reinstalled it on the town waterfront. By November 1, the museum had fully restored the tower, reinstalling and reactivating the original lights. Forecast flags are displayed daily, and storm warning flags are flown whenever they are appropriate.

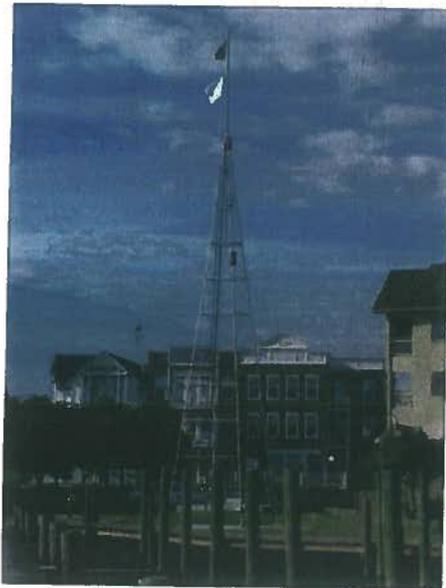
Mr. Jim Miller owns the residence and property at 720 East Main Street and a Coastal Warning Display tower has been located on the property since the 1940's. The tower has not been in use in a number of years and Mr. Miller has expressed an interest in donating the tower to the City of Washington; to be removed and possible restored and placed at a separate location.

The City Building Inspections Office had a Structural Engineer look at the existing tower to make sure that its structural integrity would not be compromised if the tower was taken down, removed and once again installed. He stated that the tower would remain structurally sound. The height of the tower is approximately fifty feet. The engineer also gave the City an approximate cost to have the tower taken down, dismantled, moved to a remote site to have it refurbished and painted and once again installed at a separate location. That cost estimate was \$14,200. That cost does not include any purchase of weather flags or signal lights that were no longer with the tower. A site for a new tower location has not been selected. There is a possibility of five locations along the waterfront that could be discussed and possibly used as a permanent site. We are currently in the process of trying to find additional funding sources that may aid in the refurbishment and reinstallation of Washington's Coastal Weather Display tower.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council accepted the donation of the Coastal Weather Display tower from Mr. Jim Miller and his family and directed the Planning and Development Department to continue the process for reestablishing the tower. Motion carried.

Councilman Mercer inquired where the funding would come from for this project? Mayor Pro tem Roberson expressed confidence in the Planning Department in finding funds for this project. Mayor

Jennings noted that he knew Lossie Waters’s son, Norman and he remembers hearing him talk about the job his mother performed relating to the tower.



Coastal Warning Display Tower
Southport, NC



Coastal Warning Display Tower
Manteo, NC



Coastal Warning Display Tower
Washington, NC



Coastal Warning Display Tower
Manteo, NC

PUBLIC HEARING: ADOPT – RESOLUTION TO CONSIDER A ZONING CHANGE CONSISTING OF 0.988 ACRES OF VACANT PROPERTY LOCATED ON WEST 10TH STREET AND HACKNEY AVENUE

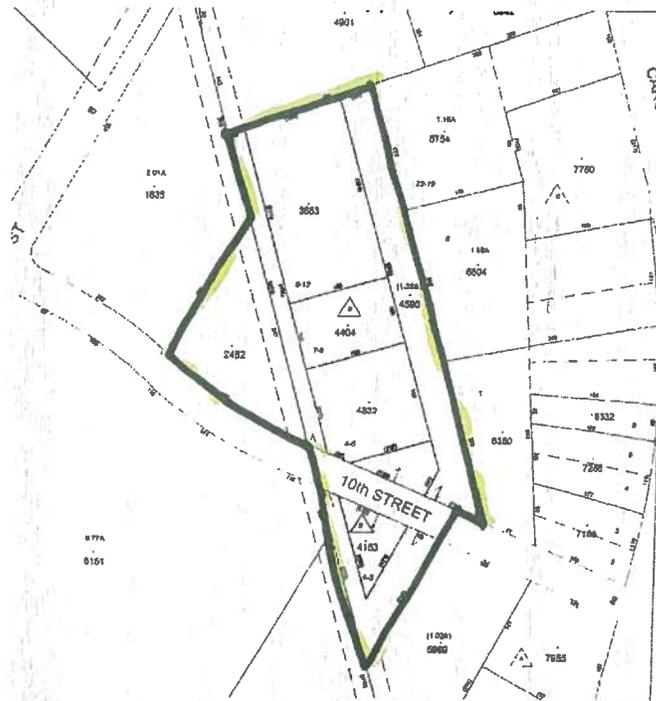
Mayor Jennings opened the public hearing and John Rodman, Planning Director explained the request. A request has been made by Mr. William Frank Sheppard to rezone 6 parcels of property consisting of 0.988 acres located on West 10th Street and Hackney Avenue. The property is currently zoned RA-20 (Residential Agricultural) and RMF (Residential Multi-Family) and the request is to rezone the property to B-2 (General Business). The request is consistent with the Comprehensive Land Use Plan. The Planning Board voted unanimously to recommend City Council approve the rezoning.

Councilman Mercer inquired about the map of the property asking if this was one lot or two lots? Mr. Rodman noted the property consists of two triangular lots with easements on each side of the lot.

Mayor Pro tem Roberson asked Mr. Rodman to confirm the property is consistent with the Comprehensive Land Use Plan and that the Planning Board voted unanimously to recommend approval to Council. He also asked Mr. Rodman to confirm that no one spoke in opposition to the request at the Planning Board meeting. Mr. Rodman confirmed the aforementioned statements.

Comments from the public: Mr. Frank Sheppard explained that the triangular section of the lot was never developed. There being no further comments from the public, Mayor Jennings closed the public hearing.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council accepted the recommendation of the Planning Board and adopted the resolution to approve the rezoning of the property located on West 10th Street containing 0.988 acres, from RA-20 (Residential Agricultural) and RMF (Residential Multi-Family) to B-2 (General Business).



RESOLUTION OF THE CITY OF WASHINGTON ADOPTING THE PLAN CONSISTENCY REVIEW STATEMENT FOR A PROPOSED ZONING MAP AMENDMENT

WHEREAS, the City of Washington received a request to rezone property from RA-20 (Residential Agricultural) and RMF (Residential Multi-Family) to B-2 (General Business) specifically identified as Beaufort County Parcel Identification Numbers 5676-63-4153, 5676-63-4332, 5676-63-4404, 5676-63-3653, 5676-63-2452, 5676-63-4590.

WHEREAS, effective January 1, 2006, North Carolina General Statute 160A-383 requires that “prior to adopting or rejecting any zoning amendment” each local governing board “shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest”;

WHEREAS, this zoning request was duly advertised and was the subject of a public hearing by the Council of the City of Washington on April 15, 2013;

WHEREAS, the Council for the City of Washington has considered the application to amend the Zoning Map and finds that the amendment is warranted, in order to achieve the purposes of the Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE WASHINGTON CITY COUNCIL THAT, the Plan Consistency Review Statement presented by the Planning Board be adopted and as a result, the adoption of the proposed rezoning of the subject parcel be approved.

Adopted this 15th day of April 2013.

Attest:

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

KEN MCNEIL – BOOTH & ASSOCIATES – LONG RANGE PLAN

Purpose of 20 year Long-Range Plan for the Electric System:

- Identify System Deficiencies
 - Normal Configuration
 - Contingencies
- Outline System Upgrades
- Prepare Long-Range System Conceptual Design

Design Criteria:

- Maximum 8 Volts drop
- 60% conductor loading
- Ordinary replacements
- Substation transformers – 100% of base
- Power factor correction
- System coordination

34.5 kV Transmission

- Delivery voltage at Slatestone and Whitepost Substations marginal
- Contingency
 - Inadequate backfeed capacity
 - Loss of either Main T1 or T2
 - Loss of Highland Drive or Forest Hills 34.5 kV Circuits

Present System Analysis:

| SUBSTATION | TRANSFORMER CAPACITY (OA/FA MVA) | PRESENT SYSTEM PEAK LOAD (kW) | PERCENT LOADING (OA/FA) |
|---------------------------|----------------------------------|-------------------------------|-------------------------|
| 230 kV to 34.5 kV | | | |
| Main T1 | 45 / 84 | 29,909 | 66.5 / 35.6 |
| Main T2 | 45 / 84 | 47,687 | 106.0 / 56.8 |
| 34.5 kV to 12.5 kV | | | |
| Main T3 | 30 / 56 | 15,929 | 53.1 / 28.4 |
| Main T4 | 30 / 56 | 14,029 | 46.8 / 25.1 |
| Eastern | 20 / 37.3 | 8,940 | 44.7 / 24.0 |
| Forest Hills | 15 / 28 | 11,831 | 78.9 / 42.3 |
| Whitepost | 10 / 14 | 6,634 | 66.3 / 47.4 |
| Slatestone | 15 / 28 | 6,253 | 41.7 / 22.3 |
| Flanders Filters * | 5 / 7 | 1,480 | 29.6 / 21.1 |
| Hamilton Beach * | 5 / 7 | 1,207 | 24.1 / 17.2 |
| Wharton | 15 / 28 | 11,293 | 75.3 / 40.3 |

* 34.5 kV to 480 kV

Present System Analysis:

Distribution Circuits

- Circuit loads exceed 60%
Highway 17, 15th Street, Market Street,
2nd Street, 5th Street, John Small
- Low Voltage
Slatestone, Market Street, High School,
Asbury Church, Highway 92, Bath Mill Road

Condition Assessment

Large percentage of system infrastructure is 40+ years old
 Typical useful life of facilities is 35 - 40 years
 Controlled, systematic replacement program implemented

System Analysis:

- Step 1 - 5 years (2013-2017)
- Step 2 - 5 years (2018-2022)
- Step 3 - 10 years (2023-2030)
- Projected growth rate is 1.4%

System Projections

- Delivery point
- Substation
- Circuit

System Models

- WindMil[®] - distribution
- EasyPower - transmission

System Analysis:

- Circuit Voltage (12.5 kV and 34.5 kV)
- Transformer Loading
- Circuit Conductor Loading
- Normal Feed and Contingency Feed

System Contingency:

- Loss of Main T1 or T2
- Loss of Main T3 or T4
- Loss of 34.5 kV circuit
- Loss of substation transformer

Recommendations:

Step 1

- Relocation of 5th and 2nd Street circuits
- Forest Hills and Slatestone Road ties
- 115 kV to 34.5 kV transformer at Eastern
- Slatestone Road to Eastern line upgrade
- Slatestone Road transformer upgrade
- Whitepost to Forest Hills line upgrade
- Proposed Highway 17 Substation
- Proposed Industrial Park Substation
- 115 kV Transmission Line
 - Main to Highway 17
 - Main to Eastern
- 230 kV to 115 kV transformers at Main
- Highland Drive 34.5 kV circuit upgrade
- Forest Hills 34.5 kV circuit upgrade
- Market Street 34.5 kV circuit
- Industrial Park 34.5 kV circuit

Step 2

- Downtown Underground rebuild
- 34.5 kV circuit tie - Wharton and Highway 17
- Wharton Substation upgrade
- Eastern transformer upgrade
- Forest Hills transformer upgrade (from Eastern)
- Whitepost to Slatestone Road ties
- 115 kV to 34.5 kV transformer at Highway 17
- Proposed Market Street Substation (from Forest Hills)
- 34.5 kV tie, Highway 17 to Market Street
- Flanders 34.5 kV circuit upgrade

Step 3

- Downtown Underground rebuild
- Eastern to Forest Hills 34.5 kV circuit upgrade

- Washington Park circuit upgrade
- Slatestone to Whitepost 12.5 kV tie
- Whitepost Substation upgrade
- Proposed Chocowinity Industrial Park Substation
- Proposed Highway 264 Substation
- Hamilton Beach Substation Upgrade
- Hamilton Beach 34.5 kV circuit upgrade
- Chocowinity 230 kV Delivery Point upgrade
- Replace Main Substation T1 and T2

Cost Estimates:

| SUBSTATION | S1 | S2 | S3 | TOTAL |
|------------------------|----------------------|----------------------|----------------------|----------------------|
| Forest Hills | \$ 1,200,000 | \$ 105,000 | \$ 125,936 | \$ 1,430,936 |
| Main (T3) | 120,950 | 500,000 | 500,000 | 1,120,950 |
| Main (T4) | 564,325 | 54,775 | 105,321 | 724,421 |
| Eastern | 2,257,467 | 876,685 | 1,046,581 | 4,180,733 |
| Slatestone | 3,196,778 | 2,408,261 | 723,635 | 6,328,674 |
| Wharton | 509,810 | 1,980,771 | 242,802 | 2,733,383 |
| Whitepost | 865,445 | 98,595 | 2,252,510 | 3,216,550 |
| Proposed Highway 17 | 2,200,000 | 1,800,000 | -- | 4,000,000 |
| Proposed Market Street | -- | 2,494,360 | -- | 2,494,360 |
| Proposed Industrial | 2,200,000 | -- | -- | 2,200,000 |
| Proposed Chocowinity | -- | -- | 2,200,000 | 2,200,000 |
| Proposed Highway 264 | -- | -- | 2,200,000 | 2,200,000 |
| General System-wide | 650,000 | 650,000 | 1,300,000 | 2,600,000 |
| Transmission | 9,325,000 | 650,000 | 6,525,000 | 16,500,000 |
| TOTAL | \$ 23,089,775 | \$ 11,618,447 | \$ 17,221,785 | \$ 51,930,007 |

Conclusions:

- Recommendations are load-driven
- Typical long-range planning period is 10 years
- Reliability drives systematic facility replacement
- System conditions are dynamic

Mr. McNeil explained the useful life of electric facilities is normally 35-40 years. Replacement is not based on age alone, but on number of outages/failures.

MEMO – LIGHTHOUSE RESTROOMS AND BOATER FACILITIES UPDATE

The City of Washington has proposed to construct a structure that would contain public restroom facilities, boater’s bathrooms and laundry facilities. Currently there are no permanent public restrooms located along the western end of the downtown waterfront promenade. The proposed structure would accommodate the general public, especially small children and adults who may be walking and viewing the waterfront along Stewart Parkway. In addition, the City’s docking facilities are being used more frequently and with more dock space being planned this would only complicate the problems of inadequate public facilities. While the City marina does have pump-out facilities; convenient, attractive and comfortable facilities would certainly help the problem of overboard dumping. Following the

adoption of the City of Washington’s Waterfront Visualization & Reinvestment Strategy, the Citizens for Revitalization Committee proposed a list of priorities for an implementation strategy of the new plan. One of the priorities was the development of restroom & dockmaster facilities for the western end of Stewart Parkway. This area would be known as the “Maritime Quarter”. Maritime activity is a core component of Washington’s downtown waterfront. Following community input, a series of improvements for restroom facilities were shown as a part of the vision for the western end of the waterfront and the maritime quarter. The building is shown as a two story structure with the ground floor dedicated to boater, visitor and community info and a new restroom area. The upper level of the building will provide office space and a harbor observation area. The building is designed architecturally to reflect the historic Pamlico Lighthouse.

The Lighthouse restroom sub-committee has completed work on final specifications and materials for the project. They have authorized Mosley Design Group to begin work on providing a set of sealed drawings in order to begin the process of bidding the project. The Committee received a proposal from an engineer to provide site layout services, including surveying, grading and site plans. The engineer has been authorized to begin the work on the preparations for site design and also to begin core borings at the location of the restrooms.



MEMO – ELECTRIC FUND BUDGET TRANSFER

The Budget Officer transferred \$70,000 of funding between the Load Management, Substation, and Meter Services departments of the Electric Fund to provide additional funds needed for the complete testing of all large electric meters and generator preventive maintenance. NCGS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes.

| | | | |
|-------|-----------------|-------------------|--------|
| From: | 35-90-8375-7400 | Capital Outlay | 70,000 |
| To: | 35-90-8370-1600 | M/R Equipment | 50,000 |
| | 35-90-7250-4500 | Contract Services | 20,000 |

REPORT – LOAD MANAGEMENT DEVICE INSTALLATION

Load Management Device Installation Report

Project Start Date : October 2010

| | March 2013 | Project to Date |
|---|------------|-----------------|
| Total Load Management Device Installations | 51 | 1,890 |
| Total Accounts Added with Load Management | 35 | 1,441 |
| Appliance Control Installations | | |
| Air Conditioner / Heat Pump | 29 | 1,470 |
| Auxiliary Heat Strip | 16 | 742 |
| Electric Furnace | 2 | 244 |
| Water Heater | 30 | 1,166 |
| Total Encumbrances to Date | | |
| Load Management Devices | | \$65,600 |
| Contractor Installations | | \$205,000 |
| Total Project Encumbrances | | \$270,600 |
| Total Expenses to Date | | |
| Load Management Device Purchases | | \$65,600 |
| Contractor Installation Expenses | \$4,340 | \$197,360 |
| Total Project Expenses | | \$262,960 |
| Average Cost per Load Management Device installed | | \$139 |
| Average installed Cost per Controlled Appliance | | \$73 |
| Load Management Devices Remaining in Stock | 610 | |

Councilman Mercer asked Keith Hardt about the number of devices installed this month (51). Mr. Hardt explained that one switch can control up to four functions (heat pump, heat strips and water heater). Since the inception of the project in October 2010, essentially 1900 switches have been installed, about 70 per month. Mr. Hardt explained that there was a real big push at first, now we install an average of 40 – 60 per month, installation depends on the marketing efforts of the Customer Service staff.

Mayor Jennings spoke with Mr. Hardt regarding the Washington Electric Utilities Advisory Commission. During Council’s November planning session, Council was in agreement that this board should be fully charged with implementing the load management program. He continued by saying that he’s noticed this group has met sporadically. With the Manager’s imminent departure, now would be a good time to convene that board for the purpose of being fully briefed and being charged with the ownership of the load management program. The board was scheduled to meet this week, but a notice was sent stating the meeting was canceled. Mayor Jennings directed Mr. Hardt to coordinate a special meeting with his board, so they would be ready to take action at their regular meeting in May.

FINANCIAL REPORTS (EMAILED AS AVAILABLE)

Matt Rauschenbach, CFO explained that the financial reports should be sent out later this week.

HUMAN RELATIONS COUNCIL

(report approved as submitted)

**APPOINT – HISTORIC PRESERVATION COMMISSION TO FILL A VACANT POSITION
WITH A TERM TO EXPIRE ON JUNE 30, 2016 (Item pulled from agenda until May)**

RECESS: 6:45pm - 6:55pm

**ADOPT – RESOLUTION – PERSONNEL MANUAL REVISIONS
REQUESTED BY COUNCILMAN BROOKS**

City Manager, Josh Kay explained that Councilman Brooks has requested 3 amendments to the Personnel Policy adopted in March, to become effective on July 1, 2013.

Councilman Brooks discussed the proposed amendments and requested changing the words “should ordinarily” to “shall” in Article III, Sections 8, 9, and 18 . Mayor Pro tem Roberson stated that the adopted language was the recommendation from Robin Davis, an employment law attorney. She specifically outlined numerous areas, stating that we should move from “should ordinarily” to “shall”. Councilman Moultrie felt “should ordinarily” does not give him the same feeling of comfort as “shall”. Council members continued discussions regarding the use of non-mandatory/non-contractual language. Mr. Kay stated we need to have stability with the personnel policy. Councilman Brooks acknowledged the attorneys recommendation, but he still felt more comfortable with the word “shall”. Councilman Pitt said he was sure the employees realized that Council would do what’s best for them. Councilman Mercer said we have received legal guidance to use non-contractual/non-mandatory language and we should follow the legal guidance.

A motion was made by Councilman Brooks, seconded by Councilman Moultrie to adopt a Resolution for the City of Washington, NC Amending the Personnel Policies for the Administration of Employees of the City by amending Article III. Section 8 — Effect of Promotions, Demotions, etc. on Salary — Change the words “should ordinarily” to “shall;” Motion failed 2 -3 with Brooks and Moultrie voting for; Mercer, Roberson and Pitt, voting against.

A motion was made by Councilman Brooks, seconded by Councilman Moultrie to adopt a Resolution for the City of Washington, NC Amending the Personnel Policies for the Administration of Employees of the City by amending Article III. Section 9 Reclassifications and Salary Range Adjustments change the words “should ordinarily” to “shall;” Motion failed 2 -3 with Brooks and Moultrie voting for; Mercer, Roberson and Pitt, voting against.

A motion was made by Councilman Brooks, seconded by Councilman Moultrie to adopt a Resolution for the City of Washington, NC Amending the Personnel Policies for the Administration of Employees of the City by amending Article III. Section 18 — Longevity Pay - Change the words “may” to “shall.” Motion failed 2 -3 with Brooks and Moultrie voting for; Mercer, Roberson and Pitt, voting against.

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL

Discussion: Severance Pay – Article VIII. Section 2. Reduction in Force – policy revised and added to Personnel Policy instead of separate/free standing policy. Changed severance payment from shall to may and eliminated specific terms and conditions as these will need to be authorized by City Council at time of the RIF – per advisement from employment law attorney.

Councilman Brooks expressed concern with changing the words from “may” to “shall” in regards to severance payment. Mr. Kay explained the change to be implemented that was approved by Council in March, by reading the following section:

(d) **Severance Pay.**

A full-time regular employee whose employment is being terminated due to a reduction in force may be eligible for severance pay, subject to approval of the City Council, availability of funds and such other terms and conditions as may be set forth.

Mr. Kay explained the section that was replaced in March is nearly a full page long and is very descriptive and leaves no room for flexibility. Councilman Brooks feels that budget cuts are made on the “employees back”.

A motion was made by Councilman Brooks and seconded by Councilman Moultrie to change the wording from “may be eligible for severance pay” to “shall be eligible for severance pay”. Motion failed 2-3 with Brooks and Moultrie voting for; Mercer, Roberson and Pitt, voting against.

Discussion: Insurance for City retirees Article VII. Section 5. Retiree Insurance Benefits added the following: *“As with other benefits, the provision of and the terms of retiree insurance is subject to change at any time, with or without notice. The ability of the City to provide retiree coverage is further dependent upon budget appropriations from year to year and approval by the City Council.”* – per advisement from employment law attorney.

Councilman Brooks wants to insure the City will still cover retiree insurance. Mr. Kay explained the above changes noting the benefits rely on the budget. Mr. Kay continued by reading the first paragraph of Article VII. Section 5: “The City will continue to provide medical insurance for any full-time employee including the City Manager who retires with thirty (30) years of creditable service as recognized by the NCLGERS at least ten (10) years of which must be in service with the City of Washington until such employee becomes eligible for Medicare.” The retiree’s insurance is covered at the same rate as an active employee.

A motion was made by Councilman Brooks that the City shall keep medical insurance on retirees. Mr. Kay explained that the policy does not alter the intent to keep medical insurance on retirees. Mayor Jennings explained that maybe additional clarification needs to be addressed with the employees. Councilman Brooks stated that employees seem to not understand the changes in the policy. Mr. Kay explained that numerous memos regarding the changes have been forwarded to the employees, the changes have been on the intranet, and supervisor training was held to explain the changes in the

policy. Mr. Kay explained that each year the health insurance renewal information is relayed to the employees and is addressed during the budget process. Councilman Brooks withdrew his motion.

Discussion: Nepotism Policy: Article V. Section 9. Relationship / Nepotism Policy- Previously titled *Limitation of Employment Relatives Policy*– drafted by employment law attorney with some modifications incorporating current City policy and changing shall to should not ordinarily.

Councilman Brooks expressed concern with this section of the personnel policy and his fear of employees receiving special treatment by being an immediate family member of the Mayor, Mayor Pro-Tem, City Council Member, City Manager, Assistant City Manager or Human Resources Director. Mr. Kay noted the prior policy stated “shall not”, while the current policy wording states “does not ordinarily” and allows for some flexibility. The prior policy had absolutely no flexibility, this could result in elimination of some very qualified candidates. The prior policy stated “the City also prohibits the continued employment or hiring of any person into a regular position who is an immediate family member of individuals holding the following position: Mayor, Mayor Pro-Tem, City Council Member, City Manager, City Clerk, City Attorney or Human Resources Director. If an immediate family member is elected or appointed into one of these positions, then the employee must resign by the beginning of the term of services”. The new policy removed the City Clerk and City Attorney and added the Assistant City Manager to this section.

V. Section 9. Relationship / Nepotism Policy

In order to prevent actual or perceived discrimination and/or favoritism in the workplace, and to aid in the enforcement of the City’s no-harassment/no-discrimination policy, the City does not ordinarily permit relatives or persons who are married, dating or otherwise engaged in a romantic relationship to work in a direct supervisory relationship with each other. In addition the hiring or continued employment of immediate family, as defined in Article I. Section 10., in the same division shall require the authorization of the Department Head and City Manager.

The City also does not ordinarily permit the hiring of any person who is an immediate family member of an individual holding any the following positions: Mayor, Mayor Pro-Tem, City Council Member, City Manager, Assistant City Manager or Human Resources Director. A City employee that is an immediate family member of an individual elected or appointed to one of these positions after the employee was hired may remain employed with the City provided the newly elected or appointed individual does not directly or indirectly supervise the employee, create a conflict of interest with either relative or the City or create the potential or perception of favoritism.

All employees are required to disclose any such relationships upon employment and/or the commencement of the relationship. Disclosures may be made to Human Resources or other person designated by the City who is not involved in the relationship, and will be maintained confidential upon request. Upon disclosure, both parties will be required to affirm: the consensual nature of the relationship; and their understanding of and agreement to comply with City’s no-harassment/no-discrimination policy and other applicable policies. Where applicable, assignments will be modified to eliminate any supervisory relationship between such employees.

In general, the City requires that:

- (a) Any such relationships must be consensual and not otherwise violate applicable law.

- (b) Personal relationships should not interfere with the day to day operations or business of the City.
- (c) No person should receive any more or less favorable treatment in the terms and conditions of their employment because of their personal relationships with other employee(s) in the City or lack thereof.
- (d) There should be no retaliation or reprisal for good faith reporting of suspected violations of this policy or the City’s no-harassment/no-discrimination policy.

Violation of this policy and/or the City’s no-harassment/no-discrimination policy is grounds for immediate termination.

Councilman Brooks expressed his desire to leave the changes in place as they were adopted by Council in March 2013.

**ADOPT – GRANT PROJECT ORDINANCE FOR –
CDBG GRANT- PROJECT BLUE GOOSE**

City Manager, Josh Kay explained Council approved the CDBG grant agreement last month, essentially this is the grant project ordinance in the amount of \$320,000 for the Project Blue Goose project. There is not a City match. All public hearing requirements have been met.

By motion of Councilman Moultrie, seconded by Councilman Mercer, Council adopted the Grant Project Ordinance for the CDBG Project Blue Goose Grant.

(copy attached)

**AWARD/AUTHORIZE – BID TO INSTALL A FIBER NETWORK TO SOUND SIDE
GROUP OF PLYMOUTH AND AUTHORIZE THE PURCHASE ORDER**

Mr. Kay stated that two bids were received to install a fiber network from City Hall to the Civic Center, Peterson Building, Communications Center, Warehouse, and Fire Station 2. The SoundSide Group was the lowest responsible bidder. Mr. Kay stated we were able to lower the overall cost by having some of the work performed “in-house”. The Electric Department line crew will hang the fiber on utility poles. This network will replace the wireless canopy which will become the backup network. \$65,000 was budgeted for this project.

Bid for: Fiber Cabling - Opened: 5:00 pm, Monday -April 1,2013

| | | | |
|------------------|---------------------|--------------|--------|
| Item Description | The SoundSide Group | Century Link | Wesco |
| Fiber Cabling | \$42,638.09 | \$111,961.00 | no bid |

Councilman Mercer inquired what the estimated internal cost would be for the Electric Department to hang the fiber optic line. Keith Hardt, Electric Utilities Director explained that the engineering work has not been completed yet. Councilman Mercer further inquired as to who provided the fiber optic cable? Matt Rauschenbach, CFO explained that the bid includes SoundSide providing the fiber optic cable. Soundside will connect all of the locations. David Carraway, IT explained that Century Link did not follow the requirements of the RFP, which stated the City would hang the fiber, their bid included them hanging the fiber. Councilman Mercer requested a complete breakdown of costs

for this job, including the in-house costs as well as cost for fiber optic cable. 144 strand of single fiber, 15,000 feet at \$2.19 per foot(\$32,800); 5000 feet of 12 strand fiber at \$0.51 per foot (\$2,500), total cost for fiber optic cable: \$35,300.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council awarded the bid to install a fiber network to SoundSide Group of Plymouth, NC and authorized the purchase order. Motion carried 4-1 with Councilman Mercer opposing.

AWARD/AUTHORIZE – CHILLER BILL AWARD AND AUTHORIZE THE PURCHASE ORDER TO ENECO EAST OF GREENVILLE (\$90,000)

City Manager, Josh Kay explained that four bids were received to replace the two chillers in City Hall. Eneco East was the lowest responsible bidder. \$90,000 was budgeted for this project.

Bid for Municipal Building Chiller -Opened: 2:30 pm, Thursday -March 21, 2013

| Item Description | Eneco East | Advance Mechanical | Piedmont Service | Brady |
|-------------------------|------------|--------------------|------------------|-----------|
| 70 Ton Chiller and Pump | \$87,270 | \$114,411 | \$117,250 | \$119,644 |

By motion of Councilman Pitt, seconded by Councilman Mercer, Council awarded the bid to replace the chiller at City Hall to Eneco East of Greenville and authorized the purchase order.

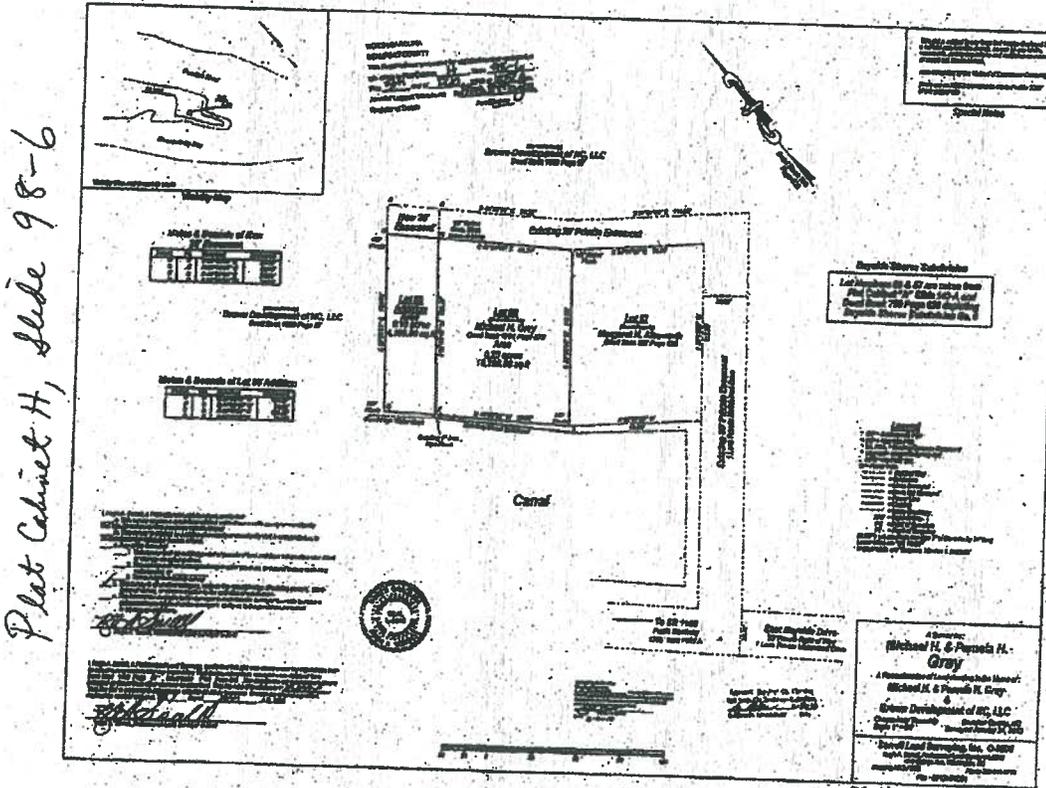
APPROVE – RELEASE DEED FROM THE CITY TO BROWN DEVELOPMENT OF NC, LLC

Josh Kay, City Manager explained that this property is located in Beaufort Point Development and contains 1/10 of an acre. Attorney Keith Mason represents Mike and Pam Gray who are in the process of purchasing the lot shown as “Lot 88 Addition” on the survey from Brown Development of NC, LLC. On behalf of Mr. and Mrs. Gray, Mr. Mason is asking the City to release this property from the Water and Sanitary Sewer Service and Easement Agreement recorded in Deed Book 1558, Page 460 of the Beaufort County Registry and the Modified Water and Sanitary Sewer Service and Easement Agreement recorded in Deed Book 1614, Page 457 of the Beaufort County Registry. These agreements are between the City of Washington and NC Land Partners, LLC, predecessor in interest to Brown Development of NC, LLC and pertain to the Beaufort Pointe development. Mr. Mason prepared the attached Release Deed from the City of Washington to Brown Development of NC, LLC. Our office revised and reviewed the Release Deed and finds the same to be acceptable in the event City Council desires to approve and enter it. Public Works Director Allen Lewis has no objection to this property being released from the above referenced agreements.

Discussion was held regarding water and sewer and Beaufort Point Development. Allen Lewis, Public Works Director explained the 1/10 of the property is wetland. Mr. Gray needs the additional property to allow him the ability to move his property line approximately 20 feet to allow him to install his septic tank and septic tank lines. Mr. Lewis continued to explain that the property that Mr. Gray purchased is not in Beaufort Point, but is part of the original development of Bayside Shores. The portion of property that he is acquiring adjacent to his original lot is part of Brown Development/Beaufort Point. The majority of the 40+ acres that constitutes the lot that the 1/10 of an acre is coming out of is mainly wetland that is covered in marsh grass, the remaining property will still be held to the Water and Sanitary Sewer Service and Easement Agreement.

A motion was made by Councilman Mercer, seconded by Mayor Pro tem Roberson to deny the Release Deed between the City of Washington and Brown Development of NC, LLC. Motion failed 1-4; voting for: Mercer; voting against: Roberson, Moultrie, Brooks and Pitt.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council approved and authorized the Mayor to execute as well as enter into a Release Deed between the City of Washington and Brown Development of NC, LLC. Motion carried 4-1 with Councilman Mercer opposing.



(copy attached)

AUTHORIZE – CITY MANAGER TO ENTER INTO EMS SERVICES AGREEMENT WITH BEAUFORT COUNTY – OLD FORD FIRE DISTRICT AND CLARK’S NECK FIRE DISTRICT

Josh Kay, City Manager explained that the current agreement expires on June 30th, 2013. The new agreement is essentially the same as current with the exception of including a 2%/year escalation factor and a provision for automatic renewal.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council authorized the City Manager to enter into an EMS services agreement with Beaufort County to provide services in the Old Ford Fire District and the Clark’s Neck Fire District.

(copy attached)

Recess 8:20pm-8:30pm

AUTHORIZE – CITY MANAGER TO ENTER INTO AN IT MANAGED SERVICES AGREEMENT WITH THE SOUNDSIDE GROUP

Josh Kay, City Manager stated that the SoundSide Group has been providing managed services for the City's IT systems for the past two and one half years. We have been pleased with their service. The current agreement expires June 30, 2013. The new agreement includes an additional day of onsite support each month and the new VOIP phone system. Mr. Kay noted a correction to the agreement on page 3, paragraph 2 (c) line 4, the word "rate" should be removed.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to enter into an IT managed services agreement with the SoundSide Group.

ADOPT – RESOLUTION IN SUPPORT OF THE PRESERVATION OF TAX-EXEMPT FINANCING

The City Manager explained that as part of the Federal budget deficit discussions, the elimination of tax-exempt financing for municipal debt is being considered. If enacted our borrowing costs would increase at least 45%. Council is encouraged to adopt this resolution as well as direct the Clerk to send a letter to our federal legislators on the Council's behalf.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted a resolution in support of tax exempt financing.

(copy attached)

APPROVE – SUBLEASE AGREEMENT OF GOESS HANGAR

Mr. Kay expressed that Craig Goess has requested the approval to sublease his hangar to Carolina Crop Care, LLC, via Mr. John Hayes. The sublease will reference all conditions within the Master Lease and will not extend the term of the lease by and between the City and Mr. Goess. Council discussed the terms of the agreement.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council approved the Hangar Ground Site Sublease Agreement by and between Craig Goess and Carolina Crop Care, LLC and the City of Washington.

(copy attached)

ADOPT – RESOLUTION ON BEHALF OF THE PARTNERSHIP FOR THE SOUNDS AND THE NORTH CAROLINA ESTUARIUM

Mayor Jennings explained that the Partnership for the Sounds and the NC Estuarium are facing a possible funding reduction from the State. This resolution requests that our State legislators maintain funding for the Partnership and the Estuarium because of the economic and educational impact it has on the residents and visitors of Washington. They have received resolutions from the County's and Municipalities that they serve. If you feel led, please contact your legislatures and offer your support of the Partnership and Estuarium.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council adopted a Resolution on behalf and in support of the Partnership for the Sounds and the North Carolina Estuarium.
(copy attached)

DISCUSSION – RECOGNITION OF MS. EDITH JENKINS – DONATION TOWARDS THE STREET SCAPE PROJECT

City Manager, Josh Kay thanked Ms. Edith Jenkins for her monetary contribution towards the streetscape project.

DISCUSSION - DISPOSITION OF PROPERTY ADJACENT TO FIRST PRESBYTERIAN CHURCH

Mr. Kay updated Council regarding the property adjacent to First Presbyterian Church and the possibility of the church purchasing the lot at the corner of 2nd and Respass. The City owns the parking lot at that location. In August 2012, an offer was received in the amount of \$37,500 for the parking lot that is owned by the City of Washington. Council requested an appraisal of the property and the parking lot appraised at \$100,000. If and what steps would Council like for staff to take at this point? The appraisal was only for the City owned parking lot. Discussion was held regarding the Parvin property and the former dry cleaner property. Mayor Pro tem Roberson expressed that if the church is still interested in the property then they need to make an offer closer to the appraised value. Mayor Jennings inquired if the Council is predisposed to consider a higher offer for the parking lot? Mr. Kay explained that if an additional offer is received and Council accepts the offer, then we would move forward with the upset bid process.

CLOSED SESSION– UNDER § NCGS 143-318.11(A)(3) ATTORNEY CLIENT PRIVILEGE – INCLUDING CITY OF WASHINGTON VS. ANNE & HARRY MEREDITH, ET AL (08-CVS-105); NCGS 143-318. (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; NCGS 143-318.11(A)(6) PERSONNEL; AND NCGS 143-318.11(A)(4) ECONOMIC DEVELOPMENT

By motion of Councilman Pitt, seconded by Councilman Brooks, Council entered into closed session at 8:50 pm under § NCGS 143-318.11(a)(3) Attorney Client Privilege – Including 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; NCGS 143-318.11(a)(6) Personnel and NCGS 143-318.11 (a)(4) Economic Development.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to come out of closed session at 9:30pm.

BCSC 08-CVS-105

THE CITY OF WASHINGTON V. MEREDITH, ET AL

MOTION AND STATEMENT OF SETTLEMENT TERMS FOR COUNCIL MINUTES

By motion of Councilman Brooks, seconded by Councilman Pitt, Council authorized and/or ratified City Manager Josh Kay's execution and entrance of a Consent Judgment on behalf of the City of Washington to settle the following lawsuit: City of Washington, Plaintiff/Condemnor v. Anne F.

April 15, 2013

Meredith and husband, Harry W. Meredith; County of Beaufort; PRLAP, INC. (f/k/a TIM, INC.), Trustee; NationsBank, NA (a/k/a Bank of America), Defendants/Condemnees, Beaufort County Superior Court File No.: 08-CVS-105.

As required by North Carolina General Statute § 143-318.11(a)(3) the terms of the settlement are hereby being reported to the City Council and entered into the Council minutes. The City was required to bring said lawsuit to acquire an avigation easement over 2.47 acres of property owned by Anne and Harry Meredith in order to certify to the Federal Aviation Administration (“FAA”) and the North Carolina Division of Aviation (“NCDOA”) that the approach path, known as the approach surface, to primary runway 5-23 of the Warren Field Airport met certain safety and clearance regulations. The avigation easement was acquired consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as codified in the FAA Advisory Circular No. 150/5100-17, Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects. After the lawsuit was filed and prior to this settlement, the City cleared obstructions to the approach surface by removing certain trees that extended, or were a threat to extend, into the approach surface. If the City had not taken this action, said runway essentially would have become unusable as a primary runway for the Airport, there would have been significant safety issues for pilots as well as passengers, and FAA funding would have been jeopardized. The City reached a financial settlement with the Merediths concerning the amount of just compensation owed to them for this acquisition and the City has satisfied the same partially through FAA grant funding. The Merediths still own the property under the avigation easement and may continue to utilize said property consistent with the terms of the avigation easement as agreed to by the parties. As a result of this acquisition, the Warren Field Airport is now in compliance with FAA and NCDOA safety as well as clearance regulations for approach surfaces and future funding for the Airport from the FAA is no longer jeopardized.

ANY OTHER ITEMS FROM CITY MANAGER: None

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

FYI: Solar farm public hearing, Tuesday, April 16th at 7:00pm, Beaufort County Courthouse
Special Meeting – Friday, April 19th at 7:30am at the Hampton Inn
Budget Meetings – April 22nd and 25th at 5:30pm

ADJOURN

By motion of Councilman Mercer, seconded by Councilman Brooks, Council adjourned the meeting until April 22, 2013 at 5:30pm in the Council Chambers at the Municipal Building.

(subject to the approval of City Council)

Cynthia S. Bennett, CMC
City Clerk

The Washington City Council met in a special session on Friday, April 19, 2013 at 7:30am at the Hampton Inn. 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 and Cynthia S. Bennett, City Clerk.

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

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.

By motion of Councilman Moultrie, seconded by Councilman Pitt, Council agreed to come out of closed session at 2:30pm.

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council adjourned the meeting at 3:00pm until April 22, 2013 at 5:30pm in the Council Chambers at the Municipal Building.

(Subject to the approval of City Council)

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

The Washington City Council met in a continued session on Monday, April 22, 2013 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Edward Moultrie, Councilman; Richard Brooks, Councilman; Josh Kay, City Manager; and Cynthia Bennett, City Clerk.

Councilman Pitt arrived at 6:40 pm.

Also present were: Matt Rauschenbach, Chief Financial Officer; Stacy Drakeford, Fire and Police Services Director; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Keith Hardt, Utilities Director; John Rodman, Community/Cultural Resources Director; Kristi Roberson, Parks and Recreation Manager; Susan Hodges, Human Resource Director; Gloria Moore, Library Director; David Carraway, IT Department and Mike Voss, Washington Daily News.

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

APPROVAL/AMENDMENTS TO AGENDA

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

RECESS: PROCLAMATION NATIONAL DAY OF PRAYER - MAY 2, 2013

RESOLUTION: OPPOSING GOVERNOR MCCRORY AND THE GENERAL ASSEMBLY CLOSING AND CONSOLIDATING NC HIGHWAY PATROL COMMUNICATIONS CENTERS

City Manager, Josh Kay explained that the we received a letter requesting that Council oppose Governor McCrory's proposed budget, which calls for the closure of the North Carolina Highway Patrol Troop A Communications Center, located in Williamston and the termination of most of its staff. Centers in Greensboro and Asheville are also slated for closure under the proposal as pointed out by Mayor Pro tem Roberson. This resolution requests that our State legislators maintain Troop A Communications in Williamston as well as centers in Asheville and Greensboro in order to preserve this valuable local resource in and around our community.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the resolution opposing Governor McCrory and the General Assembly closing and consolidating NC Highway Patrol Communications Centers.

RESOLUTION OPPOSING GOVERNOR MCCRORY AND THE GENERAL ASSEMBLY CLOSING AND CONSOLIDATING NC HIGHWAY PATROL COMMUNICATIONS CENTERS

WHEREAS, Governor Pat McCrory proposes closing three of eight NC Highway Patrol Communications Centers and consolidating them with the Raleigh office; and

WHEREAS, in an effort to control costs, plans are to close the NC Highway Patrol Communications Centers in Williamston, as well as stations in Asheville and Greensboro; and

WHEREAS, the State Highway Patrol has more than 1,600 troopers who cover 78,000 miles in North Carolina roadways, enforcing the state's traffic laws, guiding traffic during hurricane evacuations, rerouting traffic around hazardous chemical spills, and standing ready, should any act of terrorism occur; and

WHEREAS, the Williamston Highway Patrol Communications Center (Troop A), alone, processes 600 incoming calls daily (219,000 annually), serves 20 counties (Martin, Pitt, Beaufort, Washington, Tyrrell, Hyde, Dare, Currituck, Jones, Lenoir, Carteret, Craven, Pamlico, Hertford, Bertie, Gates, Chowan, Perquimans, Pasquotank, Camden) and dispatches to 180 troopers; and

WHEREAS, the Williamston Highway Patrol Communications Center has been remodeled and upgraded to house the latest equipment and technology; and

WHEREAS, the Williamston Highway Patrol Communication Center is a key employment center for our neighboring community; and

WHEREAS, although it has been suggested revenue may be saved through consolidation, a higher turnover of state jobs often occur in metropolitan areas, and the consolidation could actually end-up costing more, due to personnel costs associated with employee turnover rates; and

WHEREAS, there is the concern that lives will be lost, due to delayed response time caused by operators in a communication center centralized in Raleigh becoming overloaded and being unfamiliar with the area.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Washington strongly appeals to Governor McCrory to reconsider his recommendation to members of the General Assembly to close the NC Highway Patrol communications centers in Williamston as well as in Asheville and Greensboro to balance the state budget.

ADOPTED, this the 22nd day of April 2013.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

BUDGET: GENERAL FUND OVERVIEW

Josh Kay, City Manager presented the General Fund Overview process. At the November retreat last year it was discussed how to handle the upcoming budget process. At the direction of Council, the budget will be presented with a high level overview where staff will highlight major changes and subsequent follow-up meetings will involve more detailed discussion. Thursday's meeting (4-25-13) will be more of a Council driven process (Council

questions and budget recommendations as well as providing direction to staff). The direction given by Council on Thursday can be done by a consensus, straw polling method.

FY 2013-2014 Budget
General Fund Overview

Budget Workshops:

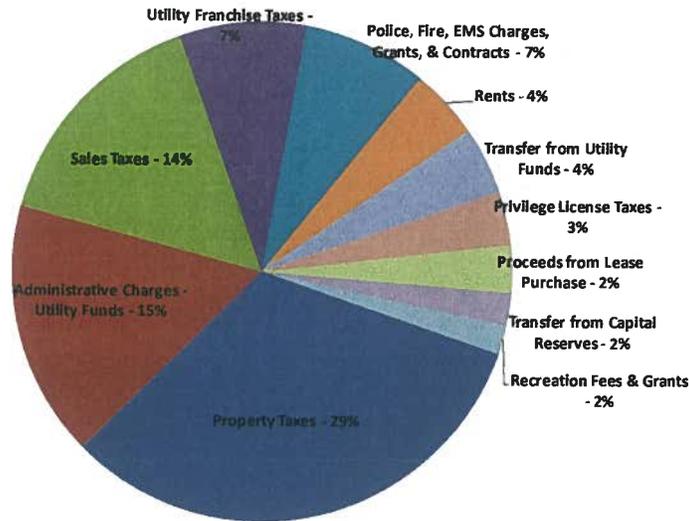
- Monday, April 22nd – General Fund Overview
 - Staff presents Proposed General Fund
 - Highlights major changes
 - Highlights proposed capital purchases
- Thursday, April 25th – General Fund Detailed Discussion
 - Staff responds to City Council questions
 - Council provides direction to staff of changes to General Fund Budget
- Monday, May 6th – Utility Fund Overview
- Thursday, May 9th – Utility Fund Detailed Discussion

General Fund:

| | 2012-2013 Original Budget | 2012-2013 Amended Budget | 2013-2014 Proposed Budget | Difference from 12/13 Original Budget |
|-------------|---------------------------|--------------------------|---------------------------|---------------------------------------|
| GF Revenue | \$14,491,745 | \$17,455,258 | \$14,796,230 | \$304,485 |
| GF Expenses | \$14,491,745 | \$17,455,258 | \$14,796,230 | \$304,485 |

General Fund Revenue:

- 90% of all GF Revenue from 11 sources:
 - Property Taxes (29%)
 - Administrative Charges from Utility Funds (15%)
 - Sales Taxes (14%)
 - Utility Franchise Taxes (7%)
 - Police, Fire, EMS Charges, Grants, Contracts, & Fees (7%)
 - Rents (4%)
 - Transfer from Utility Funds (4%)
 - Privilege Licenses (3%)
 - Proceeds from Lease Purchases (3%)
 - Transfer from Capital Reserves (2%)
 - Recreation Fees & Grants (2%)



General Fund Revenue Highlights:

- Property Taxes
 - Proposed: \$4,286,324
 - No increase in tax rate proposed
 - Increased collections of \$155,000
- Utility Fund Transfer
 - Total Proposed: \$582,495
 - Water Fund: \$71,963
 - Sewer Fund: \$40,532
 - Electric Fund: \$470,000
 - Decrease of \$376,121 from 12/13 Budget
- Administrative Charges from Utility Funds
 - Total Proposed: \$2,202,635
 - Increase of \$218,373 or 1.1%

General Fund Revenue Highlights:

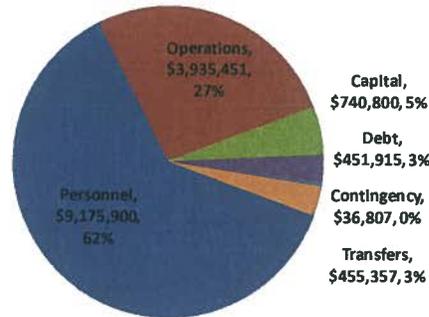
- Privilege Licenses
 - Proposed: \$460,374
 - Increase of \$280,374
- Proceeds from Lease Purchase
 - Proposed: \$409,000
 - Decrease of \$362,368
- Fund Balance Appropriated
 - Proposed: \$186,200
 - \$75,000 – Reserved for PEG Channel improvements
 - \$111,200 – Powell Bill funds

General Fund Expenses:

- Government & Administration - \$620,995 (4%)
- Administrative Services - \$2,110,921 (14%)

- Police & Fire Services - \$5,749,801 (39%)
- Community & Cultural Services – \$2,348,372 (16%)
- Public Works - \$2,159,434 (15%)
- Other Departments - \$1,242,690 (8%)
- Outside Agencies - \$75,295 (1%)
- Debt Service - \$451,915 (3%)
- Contingency - \$36,807 (less than 1%)

General Fund Expenses



General Fund Expenses:

- Personnel Expenses
 - Cost-of-Living: 3% for all employees
 - Merit Increase: Maximum of 2.5%
 - Job Maturity: Maximum of 2.5%
 - Employees are eligible for Job Maturity or Merit Increase, NOT both
 - Health Savings Account contribution: \$600
 - Health Insurance: 8% rate increase for both City and employees with dependent coverage
 - NC Retirement: City contribution increased by 0.33%

Government & Administration

| | Personnel | Operations | Capital | Debt | Contingency | Transfers | Total |
|---------------------|------------------|------------------|------------|------------|-------------|------------|------------------|
| City Council | \$32,926 | \$29,750 | \$0 | \$0 | \$0 | \$0 | \$62,676 |
| Mayor's Office | \$11,525 | \$2,275 | \$0 | \$0 | \$0 | \$0 | \$13,800 |
| City Manager | \$287,719 | \$16,800 | \$0 | \$0 | \$0 | \$0 | \$304,519 |
| Legal Services | \$0 | \$240,000 | \$0 | \$0 | \$0 | \$0 | \$240,000 |
| TOTAL | \$332,170 | \$288,825 | \$0 | \$0 | \$0 | \$0 | \$620,995 |
| Percentage of Total | 53% | 47% | 0% | 0% | 0% | 0% | |

Government & Administration:

- Major Highlights/Changes
 - City Council - Election Expenses: \$7,100
 - Mayor – Election Expenses: \$1,100

Administrative Services

| | Personnel | Operations | Capital | Debt | Contingency | Transfers | Total |
|----------------------|--------------------|------------------|------------------|------------|-------------|------------|--------------------|
| Human Resources | \$227,076 | \$103,588 | \$0 | \$0 | \$0 | \$0 | \$330,664 |
| Finance | \$410,774 | \$104,675 | \$0 | \$0 | \$0 | \$0 | \$515,449 |
| Purchasing/Warehouse | \$115,518 | \$20,115 | \$25,000 | \$0 | \$0 | \$0 | \$160,633 |
| Information Services | \$75,328 | \$170,366 | \$105,000 | \$0 | \$0 | \$0 | \$350,694 |
| Billing Department | \$74,323 | \$80,500 | \$0 | \$0 | \$0 | \$0 | \$154,823 |
| Customer Service | \$333,958 | \$264,700 | \$0 | \$0 | \$0 | \$0 | \$598,658 |
| TOTAL | \$1,236,977 | \$743,944 | \$130,000 | \$0 | \$0 | \$0 | \$2,110,921 |
| Percentage of Total | 59% | 35% | 6% | 0% | 0% | 0% | |

Administrative Services:

- Major Highlights/Changes
 - HR – Professional Services: \$39,500
 - Classification & Pay Study: \$35,000
 - HR – Employee Development Programs: \$6,500
 - Employee Recognition Luncheon: \$3,000
 - Purchasing/Warehouse – Capital Outlay: \$25,000
 - 1/3rd of parking lot repaving
 - IT – Capital Outlay: \$105,000
 - Virtualization: \$30,000
 - PEG Channel Equipment: \$75,000
 - Paid out of PEG Restricted Funds

Administrative Services:

- Major Highlights/Changes
 - Customer Service – Employee Development: \$5,800
 - Business Manager Key Accounts Conference: \$4,200
 - Customer Service – Credit Card Processing Fees: \$85,000

Police & Fire Services

| | Personnel | Operations | Capital | Debt | Contingency | Transfers | Total |
|----------------------|--------------------|------------------|-----------------|------------|-------------|------------|--------------------|
| Police Department | \$2,454,116 | \$396,811 | \$66,000 | \$0 | \$0 | \$0 | \$2,916,927 |
| E-911 Communications | \$314,524 | \$84,959 | \$0 | \$0 | \$0 | \$0 | \$399,483 |
| Fire Department | \$524,514 | \$215,373 | \$25,000 | \$0 | \$0 | \$0 | \$764,887 |
| EMS | \$1,528,143 | \$140,361 | \$0 | \$0 | \$0 | \$0 | \$1,668,504 |
| TOTAL | \$4,821,297 | \$837,504 | \$91,000 | \$0 | \$0 | \$0 | \$5,749,801 |
| Percentage of Total | 84% | 15% | 2% | 0% | 0% | 0% | |

Police & Fire Services:

- Major Highlights
 - Police – Employee Development: \$15,000
 - Certification for Animal Control Officer
 - Police – Capital Outlay: \$66,000

- Replacement & Required equipment & marking of 2 Patrol Vehicles (#130 & 150)
- Fire & EMS – Salaries: Significant reallocation of personnel costs
- Fire – Capital Outlay: \$25,000
 - Replacement of support vehicle
- EMS – EMS Bad Debt Collection: \$10,000

Community & Cultural Services

| | Personnel | Operations | Capital | Debt | Contingency | Transfers | Total |
|------------------------------|--------------------|------------------|------------------|------------|-------------|------------|--------------------|
| Code Enforcement/Inspections | \$211,742 | \$52,680 | \$20,000 | \$0 | \$0 | \$0 | \$284,422 |
| Planning & Zoning | \$288,075 | \$36,250 | \$85,000 | \$0 | \$0 | \$0 | \$409,325 |
| Brown Library | \$275,133 | \$153,411 | \$24,600 | \$0 | \$0 | \$0 | \$453,144 |
| Recreation Administration | \$63,298 | \$60,487 | \$70,000 | \$0 | \$0 | \$0 | \$193,785 |
| Events & Facilities | \$109,195 | \$72,034 | \$0 | \$0 | \$0 | \$0 | \$181,229 |
| Athletics & Programs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Senior Programs | \$135,283 | \$75,063 | \$40,000 | \$0 | \$0 | \$0 | \$250,346 |
| Waterfront Docks | \$54,967 | \$61,340 | \$0 | \$0 | \$0 | \$0 | \$116,307 |
| Civic Center | \$73,877 | \$77,250 | \$0 | \$0 | \$0 | \$0 | \$151,127 |
| Aquatic Center | \$146,497 | \$145,990 | \$16,200 | \$0 | \$0 | \$0 | \$308,687 |
| TOTAL | \$1,358,067 | \$734,505 | \$255,800 | \$0 | \$0 | \$0 | \$2,348,372 |
| Percentage of Total | 58% | 31% | 11% | 0% | 0% | 0% | |

Community & Cultural Services:

- Major Highlights
 - Code Enforcement – Contract Services-Housing Demolition: \$25,000
 - Code Enforcement – Capital Outlay: \$20,000
 - Replacement of Inspections Vehicle
 - Planning/Zoning – Installment Purchases: \$85,000
 - Initiation of Wayfinding Program: \$65,000
 - Initiation of Streetcape Design: \$20,000
 - Library – Contract Services: \$31,750
 - Maintenance/Support Contract with Soundside Group: \$12,240
 - Library – Capital Outlay: \$24,600
 - Replacement of Library interior lighting

Community & Cultural Services:

- Major Highlights
 - Recreation Administration – New line items to account for ½ of Peterson Building, results in equal reduction in Senior Center line-items
 - Water & Electric Utilities: \$10,000
 - Maintenance/Repair Building: \$3,850
 - Maintenance/Repair HVAC: \$5,960
 - Janitorial Supplies: \$1,500
 - Recreation Administration – Installment Purchases: \$70,000
 - Peterson Building Roof Repair: \$60,000
 - Replacement of HVAC unit: \$10,000

Community & Cultural Services:

- Major Highlights
 - Senior Programs – Installment Purchases: \$40,000
 - Senior Center entrance & handicap ramp rebuild
 - Aquatic Center – Capital Outlay: \$16,200
 - Phase 1 of Replacement of Dectron unit

Public Works

| | Personnel | Operations | Capital | Debt | Contingency | Transfers | Total |
|----------------------------|--------------------|------------------|------------------|------------|-------------|------------|--------------------|
| Equipment Services | \$73,538 | \$40,974 | \$0 | \$0 | \$0 | \$0 | \$114,512 |
| Street Maintenance | \$382,459 | \$77,073 | \$25,000 | \$0 | \$0 | \$0 | \$484,532 |
| Powell Bill | \$107,064 | \$247,285 | \$0 | \$0 | \$0 | \$0 | \$354,349 |
| Street Lighting | \$0 | \$126,240 | \$0 | \$0 | \$0 | \$0 | \$126,240 |
| Public Works Director | \$68,018 | \$2,000 | \$0 | \$0 | \$0 | \$0 | \$70,018 |
| Stormwater Improvements | \$295,421 | \$16,525 | \$0 | \$0 | \$0 | \$0 | \$311,946 |
| Parks & Ground Maintenance | \$259,476 | \$199,361 | \$239,000 | \$0 | \$0 | \$0 | \$697,837 |
| TOTAL | \$1,185,976 | \$709,458 | \$264,000 | \$0 | \$0 | \$0 | \$2,159,434 |
| Percentage of Total | 55% | 33% | 12% | 0% | 0% | 0% | |

Public Works:

- Major Highlights
 - Street Maintenance – Capital Outlay: \$25,000
 - Purchase of an Air Compressor
 - Parks & Grounds Maintenance – Capital & Installment Purchases: \$239,000
 - Boardwalk Replacement Phases 3&4: \$25,000
 - Soccer Field Lighting: \$150,000
 - Todd Maxwell Complex Restrooms: \$64,000

Other Departments

| | Personnel | Operations | Capital | Debt | Contingency | Transfers | Total |
|----------------------|------------------|------------------|------------|------------|-------------|------------------|--------------------|
| TDA Director | \$102,402 | \$3,550 | \$0 | \$0 | \$0 | \$0 | \$105,952 |
| Municipal Building | \$51,865 | \$120,715 | \$0 | \$0 | \$0 | \$0 | \$172,580 |
| Miscellaneous | \$87,146 | \$265,655 | \$0 | \$0 | \$0 | \$455,357 | \$808,158 |
| Economic Development | \$0 | \$156,000 | \$0 | \$0 | \$0 | \$0 | \$156,000 |
| TOTAL | \$241,413 | \$545,920 | \$0 | \$0 | \$0 | \$455,357 | \$1,242,690 |
| Percentage of Total | 19% | 44% | 0% | 0% | 0% | 37% | |

Other Departments:

- Major Highlights
 - Municipal Building – Maint/Repair Building: \$37,000
 - Repaving City Hall rear parking lot: \$10,000
 - Remodel City Hall Basement kitchen: \$5,000
 - Miscellaneous – Miscellaneous Expenses: \$50,000
 - CDBG Repayment - \$25,000

- Miscellaneous Transfers: \$455,357
 - Capital Reserves: \$120,901
 - Airport Fund: \$0
 - Cemetery Fund: \$115,906
 - Façade Fund: \$10,000
 - Tourism Authority: \$208,550
 - 97% of Occupancy Taxes
- Economic Development
 - Professional Services: \$30,000
 - 2nd Year of RSI Contract: \$15,000

Economic Development Projects: \$60,000

Outside Agencies

| Organization | 12/13 Budget | Requested | 13/14 Budget |
|----------------------------|-----------------|------------------|-----------------|
| Arts Council & Concerts | \$16,000 | \$24,000 | \$16,000 |
| Boys & Girls Club | \$16,000 | \$24,300 | \$16,000 |
| Zion Shelter | \$6,000 | \$15,000 | \$8,500 |
| Blind Center | \$1,000 | \$2,500 | \$1,250 |
| Eagle's Wings | \$1,000 | \$0 | \$0 |
| Purpose of God | \$24,000 | \$50,000 | \$18,000 |
| Kiwanis (Christmas Parade) | \$1,500 | \$2,800 | \$1,500 |
| Washington Community Care | \$250 | \$0 | \$0 |
| Wright Flight | \$3,500 | \$5,000 | \$3,500 |
| American Red Cross | \$0 | \$5,000 | \$500 |
| Veteran's Park | \$0 | \$5,000 | \$0 |
| Human Relations Council | \$1,000 | \$1,500 | \$1,000 |
| Domestic Violence Shelters | \$0 | \$2,000 | \$2,000 |
| Wildlife Guild | \$7,045 | \$7,415 | \$7,045 |
| TOTAL | \$77,295 | \$144,515 | \$75,295 |

Debt Service:

- Total: \$451,915
- Major Highlights:
 - USDA Principle & Interest: \$166,985
 - Recovery Bond Principle & Interest: \$4,269
 - Other Existing Principal & Interest: \$259,071
 - Proposed Installment Principal & Interest: \$21,590
 - 3 months of debt only

Contingency:

- Total: \$36,807

General Fund

| | 2012-2013 Original Budget | 2012-2013 Amended Budget | 2013-2014 Proposed Budget | Difference from 12/13 Original Budget |
|-------------|---------------------------|--------------------------|---------------------------|---------------------------------------|
| GF Revenue | \$14,491,745 | \$14,839,967 | \$14,796,230 | \$304,485 |
| GF Expenses | \$14,491,745 | \$14,839,967 | \$14,796,230 | \$304,485 |

Questions/Answers and/or Concerns Addressed:

Councilman Mercer requested an explanation of Administrative cost allocation (how/where) allocated? Mayor Jennings requested Mr. Kay be prepared to address both questions on Thursday (other places where the administrative cost/allocation are pulled from).

Mayor Jennings requested clarification – “are the top two headings the sum total of our administrative charges, your response was there are other places in the budget where those administrative charges are pulled from”? Current formula located on page 334 of the budget book.

Mr. Kay highlighted some of the proposed changes in personnel expenditures. Staff is recommending a 3% cost of living for all employees, proposing a continuation of the merit plan and a continuation of job maturity. Staff is proposing the City continue contributing \$600 a year to the health saving account program. There is an 8% rate increase for health insurance. This applies to the City and to employees who have some level of dependant coverage. Also, the North Carolina Retirement system has increased the required contribution by .33%.

Councilman Mercer referenced COLA and merit pay. Councilman Mercer stated he is a firm believer in merit pay, but doesn't think that if we're going to do the merit-pay then we shouldn't have the COLA. Councilman Mercer suggested proposing a 2.5% COLA instead of 3% because that's how much the cost-of-living index has increased in the past year or so. Instead of establishing a merit rate of 2.5%, he would prefer to see it done as a “pool” for each of the five work areas and provided examples. Mayor Jennings did not feel you could take that average logic because you would assume you have just as many people on one side of the average as the other side. Mayor Jennings believes we do not have that many under performers. Councilman Mercer did not advocate both COLA and merit pay increase. Mayor Pro tem Roberson shared his thoughts on the COLA noting the COLA index is at 2.5% and 0.5% go into the merit increase for a maximum of 3%. Councilman Moultrie voiced the COLA should not be decreased but leave it at the 3% and leave merit pay at 2.5 as the Manager proposes. Mr. Kay explained the last COLA increase was in July of 2008 and Mayor Jennings noted we have had merit increases and there had been a bonus. Mayor Jennings instructed staff to have detailed information on the history of COLA, merit and job maturity. Councilman Moultrie requested clarification on the cost of health care insurance and Mr. Kay explained the 8% increase. Staff was directed to provide the rate increase on insurance cost for the last four years. Councilman Brooks requested the document also provide the cost of health insurance to the employees.

Mr. Kay addressed the Police and Fire services expenditures. Mayor Pro tem Roberson requested standardization on the City's vehicles. Councilman Mercer questioned the need for an EMS bad debt collection and Mr. Rauschenbach explained it's for those not collected through the normal EMS collection process.

Mr. Kay expressed that the Wayfinding Program and the Streetscape Design process in the Planning/Zoning department is considered multi-year projects and will take time to complete. Mayor Jennings inquired as to what would be the total cost/number of years for the Streetscape Design? Councilman Mercer inquired if both are considered initial activities – Mr. Kay responded ‘yes’ and Councilman Mercer agreed with Mayor Jennings in requesting a total projected cost. Mayor Jennings requested a ball park figure and Mr. Rauschenbach stated the

total anticipated cost on the Streetscape Design is \$284,000 over a two (2) year period. Wayfinding Program over a two (2) year period is \$40,000 and Mr. Kay advised those two numbers are switch in his presentation.

Mayor Jennings suggested it may be a better investment for the City to spend money allocated for such projects on marketing the city to areas 100 miles or more from the City. Mayor Jennings expressed concern that almost all of our projects of that vein have been right here in Washington. He submitted that the dollars could be leveraged to a greater degree if we were marketing Washington outside of our market. Mayor Jennings expressed he was looking for a balanced approach. Mr. Kay requested direction from Council. Mayor Jennings stated he would like to see an annual marketing budget and campaign. Mayor Jennings and other members of City Council indicated they would consider spending more money to market the City in an attempt to draw more visitors. Mayor Jennings suggested there are too many people in North Carolina who don't know about Washington and suggested having an annual marketing budget, campaign and assets in that campaign that we can point to and say, 'that's something we do.'

Councilman Mercer mentioned that several years ago, Council donated \$16,000 to the downtown group for advertisement outside of the City for those events. Councilman Mercer suggested he felt the \$16,000 was spent accordingly during the first year but now he feels it is just a part of their allocation and it's being rolled into the general budget.

Mayor Pro tem Roberson asked Council to look at the total amount allocated for demolition (\$25,000) and suggested increasing this amount to \$40,000. We need to take down those houses that have been boarded up over five to six years.

Mr. Kay addressed Public Works and Mayor Jennings expressed he has never seen the egress at the McConnell Complex located on Springs Road opened. Mayor Jennings instructed staff to do what needs to be done to get it opened. Mr. Lewis explained the gate will open on Tuesday. Also, Mayor Jennings suggested sitting down with the Cal Ripken league and the softball leagues regarding cost sharing concerning the Todd Maxwell Complex. Mayor Pro tem Roberson suggested giving courtesy calls to individuals that originally made donations for the construction of the Todd Maxwell facility before any demolition takes place.

Mayor Jennings requested more detail regarding funding requests for outside agencies (health of the organization – operational budget relative to the request). The most significant agencies would be the Boys and Girls Club, Wildlife Guild and Purpose of God. Mr. Kay noted that all of the entities put together a very thorough response of how the funds will be used. Staff will provide Council with a copy of the budget request form.

Councilman Moultrie recommended a budget allocation for Eagles Wings even though they did not present the City with a budget request.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to a one hour extension of the meeting to 8:00 pm.

Mr. Kay addressed the slide on Debt Service, Contingency and General Fund.

Mayor Pro tem Roberson requested that future budget book tabs be changed to reflect the new organizational chart.

Mayor Jennings directed Council to get any questions to staff in ample time so answers can be provided for Thursday night's meeting.

Councilman Brooks directed Council and Mr. Kay's attention to the folder received from Cornerstone Worship Center and Mr. Kay stated this was a funding request given to him by Bishop McIntyre this week. Mayor Jennings instructed Mr. Kay to include this funding request in the outside agencies list.

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

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to enter closed session at 7:10pm under § NCGS 143-318.11(a)(6) Personnel.

By motion of Councilman Brooks, seconded by Councilman Moultrie, Council agreed to extend the meeting for 15 minutes to 8:15 pm.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to come out of Closed Session at 8:10 pm.

ADJOURN – UNTIL THURSDAY, APRIL 25, 2013 AT 5:30 PM IN THE COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adjourned the meeting at 8:12 pm until Thursday, April 25, 2013 at 5:30 pm in the Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

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

The Washington City Council met in a continued session on Thursday, April 25, 2013 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Edward Moultrie, Councilman; Richard Brooks, Councilman; William Pitt, Councilman; Josh Kay, City Manager; and Reatha B. Johnson, Assistant City Clerk.

Also present were: Matt Rauschenbach, Chief Financial Officer; Stacy Drakeford, Police and Fire Services Director; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; John Rodman, Community/Cultural Resources Director; Kristi Roberson, Parks and Recreation Manager; Susan Hodges, Human Resource Director; Gloria Moore, Library Director; Lynn Lewis, Tourism Director; David Carraway, IT Department 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 Pitt requested adding a report on AT&T wireless conference that was held in New Bern.

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

REPORT: AT&T NCLM WIRELESS/INTERNET CONFERENCE

Councilman Pitt provided an update on a meeting he attended in New Bern regarding wireless internet. The conference covered internet in rural communities. The internet is a powerful tool not only for education but also a tool for economic development. AT&T is partnering with NCLM and local communities to bring additional towers to rural communities.

ACKNOWLEDGEMENT: BISHOP MCINTYRE OF CORNERSTONE WORSHIP CENTER:

Mayor Jennings welcomed Bishop McIntyre and his associate to the meeting and provided Bishop McIntyre an opportunity to address City Council regarding his budget request.

Bishop McIntyre voiced Cornerstone Worship Center had submitted a proposal to Council for funding regarding their Parent Nurturing Program. This program was started in 2009 and has been fortunate until this current economic climate, to be able to provide this service without having to request additional funding from the City. Grants were received from other agencies, citizens of the community, civic organizations, and churches; including his church by in-kind services (use of facilities and finances).

Bishop McIntyre explained the program offers parenting courses in the community whether referred by Department of Social Services, Department of Juvenile Justice, School System, Dr. Offices and Faith based organization. Bishop McIntyre explained that two series are offered – fifteen (15) week sessions of three classes. The classes consist of pre-school, pre-

adolescence and adolescence from ages 0-16 with classes being offered during the spring and fall of the year. Cornerstone Worship Center provides transportation, hot nutritious meals, snacks, curriculum (nationally accredited) and a nationally known consultant provides three days of training for staff and others. Bishop McIntyre voiced that all of his staff is certified in terms of facilitating the classes. At any given time on a Tuesday night you can see about 60-80 people in the building and invited the Mayor and members of Council to come down and observe the classes.

Bishop McIntyre stated they are requesting funds for one class – one session which amounts to approximately \$21,000. He shared that the Department of Social Services funds a portion of the program (\$32,000) as well as Department of Juvenile Justice with grant funding from other agencies but noted funding has diminished in a lot of areas. Cornerstone has had agencies from other counties request they serve them but they only serve the citizens of the City of Washington and Beaufort County.

Mayor Jennings inquired if Bishop McIntyre could provide examples or impact of the program (success stories). Bishop McIntyre provided several success stories – DSS had decided to take some of the children from the home but after going through our parenting courses the families were re-united. Also, Bishop McIntyre shared they serve over 200 families in the community and about 58% have completed the program successfully. Mayor Jennings commended Bishop McIntyre on the proposal, noting it is one of the better ones the City has received. Bishop McIntyre extended an invitation to Council on June 18 to see some of the graduates/families that have participated in the program.

BUDGET: GENERAL FUND DETAILED DISCUSSION

Mayor Jennings commended staff and discussed how to proceed with the budget meeting. One way would be to proceed with the questions (sharing that some of the questions had been asked and answered in previous meetings). Members of Council were satisfied with proceeding as suggested.

Budget Questions Submitted by Members of City Council Prior to April 22nd Meeting

1. Is a 3.95% increase in ad valorem tax revenue reasonable in light that thru March our collection rate is only 95% of the 12-13 budgeted amount? I believe the budget amount is only 95% of the assessed taxes, so are we assuming a 97% collection of assessed value to obtain the 102% of the amended budget. Thru March, the County collection rate is only 93.4% of assessed value for property. (pg 9)
 - a. *2012/2013 estimate exceeds current budget by \$80,000 and collections through April 15th are 98.16% of the budget and 91.03% of the levy for real & personal property. 2013/2014 budget is \$75,000 greater than the 2012/2013 estimate due to conversion to the state collecting motor vehicle tax at the time of registration and an additional 4 months being included in the first year of conversion.*

Councilman Mercer expressed concerns and feels this is an optimistic projection – but voiced this is just his personal feeling. Mayor Jennings reminded Council that they can keep an eye on it going forward.

*Straw poll – unanimous

2. Why do we expect a \$16,000 increase in interest earned from the GF? There is a significant change in the Admin Charges to the Enterprise funds because of the addition of charges for Planning and Inspections, please explain these additions. (pg 12)
- a. *\$4,452,000 has been invested in 12, 24, and 36 month CD's at .55%, .65%, and .75% respectively. Money market account earns .35%. Based on today's invested balances the annual interest would be \$41,835, \$30,410 was budgeted.*

*Mayor Jennings voiced item #2 basically go along with item 1 and answered sufficiently.

*Straw poll – unanimous

- b. *Planning and inspections do work for the Enterprise Funds. Percentage of allocations was provided by these departments. Also, please see Attachment #1 for further information on calculations used for administrative charges to the General Fund from other funds.*

*Councilman Mercer voiced his concern and Mayor Jennings said it was duly noted.

*No straw poll taken at this time

3. Why the significant increase in 401K contributions? (p 19)
- a. *This includes the HSA and 457 contributions also. These will be distributed once insurance enrollment is completed in July.*

*Straw poll – unanimous

4. Do we really need to budget a Pay and Classification study at \$35,000? (pg 28)
- a. *Last one was conducted in 2003/2004 and the reorganization has resulted in many job duty changes.*

Mayor Jennings voiced Pay and Classification study does offer creditability to our organization plan. Mr. Kay expressed that some of those reorganized positions had been presented to Council and will be bringing two additional back to Council in May that was unfortunately overlooked and were left off the initial piece. Mayor Pro tem Roberson suggested holding off on the study for at least 6-9 months until the new manager is in place he continued by stated he is not against the payroll classification study. Councilman Moultrie recommended moving forward and spending the money now for the study. Councilman Mercer agreed with Mayor Pro tem Roberson because he would hate to see 6-9 months down the road we will need to do our plan all over again and Councilman Pitt agreed.

*Straw poll – agreed by consensus (take out the \$35,000 for Pay and Classification study)

5. There is a request for \$25,000(1/3 cost of \$75,000) project to repave the parking lot. This one project is small when compared to request to only spend \$162,000 for all other street paving with the City. (pg 32)

- a. *The \$75,000 for the parking lot includes drainage work.*

Councilman Mercer preferred delaying this project. Mayor Pro tem Roberson questioned what was involved in the drainage work and suggested doing only the drainage work first, followed by the repaving of the parking lot in a subsequent fiscal year.

*Straw poll - unanimous (defer until 2014-2015 fiscal year)

6. Customer Services has 6.5 employees, so why do we need to spend \$20,000 for a temporary employee to cover vacations and sick time? With the average salary of the full time staff only \$35,000, we are covering 29.6 weeks at an exuberant salary. Does this Group have this much vacation and sick time? (pg 40)
- a. *Earned vacation for the group is 36.4 weeks, and sick leave is in addition to this. Additionally, only 4 of these employees are fully allocated to customer service roles. One employee is allocated as a receptionist, but also fills in for CSR's if needed. The final employee is allocated as a utility billing operator which consumes 100% of her time.*

*Straw poll - unanimous

7. Minor point, but it appears we are budgeting 10 ballistic vest per year on a 5 year replacement plan for only 39 employees(part do not need vest) Realizing it is only \$1300 if we cut this to eight, but over the years this adds up. (pg 66)
- a. *Vests expire in 5 years. 10 are expiring next year. A federal grant reimburses ½ the expense and is budgeted.*

*Straw poll – agreed by consensus

8. Please explain the significant shift of personnel between Fire and EMS. I do not believe we can operate Fire side with only eight employees. Also, believe this could lead to significant problems with our fire rating. (pg 70)
- a. *The shift was based on actual call volume to increase our reimbursement from state Medicaid. Has no impact on our fire rating as all firefighters are on the NC State Roster which is tied to the rating.*

*Straw poll – unanimous - (discussion: Councilman Mercer said they received an organizational chart today and it indicates more firemen than eight and feels the budget should reflect the organizational chart - total money will be the same we are talking about how it is aligned). Mayor Jennings suggested since no money is involved there, let's leave it then move back to it on a philosophical basis later.

9. I think we need some justification to purchase a new truck in the Inspections group. My records show the Taurus has 63,000 miles and the Ranger has only 33,500 miles. I recognize they are 14 and 10 years old respectively, but I consider them usable unless we can demonstrate major maintenance cost. (pg 84)
- a. *The Taurus has had major repair issues. The transmission was fully replaced once and needs repair again. The brakes are a continuous issue and need to be replaced. The front end will not stay in alignment. Proposed budget replaces the Taurus with a truck, equal to the one purchased in 12/13 for this department.*

*Straw poll - unanimous

10. This whole page needs a lot of explaining. Salaries are down significantly, but FICA, insurance, retirement and 401K are all up. Aren't they tied together? Why do we expect such a drop in equipment repairs? I thought we had agreed that we would put the expected cost of fuel, parts and tires in the budget even though we know we are going to be reimbursed when used. (pg 89)

- a. *The budget does not allow negative number input so net numbers have been entered. In the new fiscal year we will budget the reimbursements like was done this year. The salaries are net of reimbursement so that is why salaries are down and the fringes are up.*

Councilman Mercer inquired as to how salaries can go down and FICA goes up and Mayor Jennings responded they are net salaries. Councilman Mercer, yes, but we are saying budget does not allow negative numbers and software will not handle what we are asking about (software will not handle a negative number yet monthly reports have negative numbers)? Mr. Kay explained there is a difference between the budget report and the financial report (the financial report can handle negatives numbers). Mr. Kay stated once the budget is approved we will move the equipment repairs, fuel cost, etc. noting we will change it as Councilman Mercer requested.

*No straw poll taken at this time

11. Why do we expect such an increase in repair cost for the new sweeper? Why do we expect a 40% increase in material cost for repairs? (pg 96)
- a. *Maintenance on the old sweeper. Maintenance would go down if the old unit is taken out of service.*
- b. *Materials line-item (5600) and Street Paving (4500) are both tied together and are funded directly through Powell Bill funds. The increase could be transferred to Street Paving.*

*Straw poll - unanimous

12. How many PC's are we converting to Virtual PC's for \$10,296? Do we need to delay this until we have evaluated a City wide program to convert to Cloud technology? (pg 109)
- a. *10*
- b. *Currently conducting our second test evaluating one PC.*

Councilman Mercer questioned the \$10,296 for 10 units stating it seems to be high. Councilman Mercer said to his knowledge we have not looked at a City wide program to say where we are going over a period of time - or to say if we are going to the cloud technology. Mayor Jennings suggested we are testing it now. Mayor Pro tem Roberson recommended looking at all possible software. Mr. Kay noted the City has a lot of different buildings and some of those buildings are not able to move to virtualization (cloud technology) because of very little service there. That is one of the reasons we want to connect these facilities with fiber and once we connect those buildings to fiber then we are able to move in different buildings.

Councilman Mercer requested an in house cost for fiber optic and Mr. Kay stated we are keeping records in house now and will be able to provide monthly reports to Council of what the expenditures are.

*No straw poll taken at this time

13. We need carefully evaluate the \$24,600 to change out light fixtures. The total utility bill is budgeted at \$17,000. If we assume half of this is electric and that then new fixture can cut this by 50%, the payout is still over six years and I feel this is conservative. (pg 109)
- a. *Partial year savings is being proposed. Full year savings is \$6,389 for a 3.85 year pay back.*

*Straw poll - unanimous

14. I realize the building may need roof repairs and almost insist we do it, but I hate to use 59 month financing for the funds. This should be under Building repairs and we should do without financing. (pg 113)
- a. *Evaluate when it's time to bid financing in February 2014.*

Councilman Mercer suggested the City, as an entity, does not maintain its facilities and feels this is a maintenance issue and should go into the maintenance budget. It should come out of the operating budget and not borrow money over a six year period of time. Mayor Jennings noted this is a good point going forward but the roof will need to be replaced – being a matter of paying for it all at one time or to finance it for 59 months.

*Straw poll – agreed by consensus to roof repairs with 59 month financing.

15. Is the HVAC giving problems? How much have we spent in repairs in the last 2 years? Is replacement warranted to improve efficiency? (pg 113)
- a. *No, 20 years old, past due to replace with an energy efficient unit.*
- b. *\$822, \$267, and \$634 YTD*
- c. *Yes*

*Straw poll – unanimous

16. If we are going to purchase a laptop, why do we need a docking station? Am I correct that the docking station will require a keyboard and monitor? If so, why not use a desktop? (pg 117)
- a. *The docking station is the battery charging source.*
- b. *It does not require a keyboard or monitor.*

*Straw poll - unanimous

17. Is a gas powered vehicle more efficient than a golf cart? (pg 117)
- a. *A gas powered vehicle is more expensive. We do not have gas onsite, so it would require Maintenance to take this vehicle to the shop each time and fill it up. We use the golf cart because there is so much ground to cover when all six baseball fields are operating, and especially if soccer and baseball/softball are playing together. A golf cart is slower and safer to use around so many spectators.*

*Straw poll – unanimous

18. In the Non-Capital items, why do we need a \$2000 heater in the elevator? (pg 122)
- a. *The oil in the elevator isn't being warmed enough for the elevator to move. Elevator Company recommended having the heater installed. During this past winter, we had a few cold days that left the elevator out of service.*

*Straw poll - unanimous

19. Can we spread out the computer replacement? (pg 121)
- a. *Many seniors are limited in their knowledge of computers. If we replace them in different years, they will not all operate the same. The Microsoft Office programs tend to look different. Senior Center staff are constantly getting called in there to fix something. There are four in the lab now; however we increased to 6 because of the increase in use. Also, since they are public computers, they get used a lot (Nov. 2012 – 202 registered users) (January 2013 – 169 registered users) (February 2013 - 172 users). The Tax Assist Program filed tax returns for more than 400 seniors this tax season on those computers. More seniors are coming to use them because they cannot afford their internet connections. So usage is only going to increase.*

*Straw poll - unanimous

20. Why do we need to re-do the entrance and provide a handicap ramp for \$40,000. This should be cut until their reasons which are apparent. (pg 123)
- a. *Handicap ramp is in need of repair. Deck and ramp will be constructed like the Civic Center for both the side and rear of the Peterson Building.*

Councilman Mercer expressed concern with the request to replace the wooden rail around the back door next to the parking lot with iron railings similar to that of the Civic Center but endorses this project. Councilman Mercer stated he is unaware if there is a handicap ramp back there today. The handicap ramp he sees for that facility is the sidewalk going into the side entrance with a ramp at each side of the sidewalk as well as cut in the middle of the sidewalk approximately half way down the parking lot on the Westside of the building. Mayor Jennings noted this is the ramp behind the Caboose set between the Senior Center and the Civic Center. Councilman Mercer was not aware of this ramp and wanted to go look at it. Also, it seems this number (dollar amount) is out of line and Mr. Rodman voiced the \$40,000 is an estimate. Mayor Jennings suggested pending a site visit and a cheaper bid to get a straw poll for now:

*Straw poll – agreed by consensus (take out for now) once the site is visited it can be add back in (place holder).

21. Same question about golf cart? (pg 126)
- a. *A gas powered vehicle is more expensive. We do not have gas onsite, so it would require Maintenance to take this vehicle to the shop each time and fill it up. We use the golf cart along the waterfront for assisting boaters and dock attendants pick up trash in the parking lots along Stewart Parkway. A golf cart is slower and safer to use around so many people on the waterfront.*

*Straw poll - unanimous

22. How much longer is contract to subsidize the Civic Center? (pg 129)
- a. *Current contract expires June 30, 2014. Could consider possible reduction or elimination of the subsidy after at that time. TDA absorbed Civic Center losses in the first several years of management. Had a profit of \$6,537 in 2011/2012 and are running at an annualized rate of \$30,452 this year.*

*Straw poll - unanimous

23. What is total cost of Dectron replacement program? (pg 135)
- a. *Eneco East does not have an official quote at this time, however it is estimated this project will cost \$200,000. Other vendors will be contacted to receive quotes.*

Mayor Pro tem Roberson and Councilman Mercer expressed their concerns and requested holding the replacement program until we get a plan. Councilman Moultrie noted we talk about up-keep of our buildings and this is our facility. He stated should we need it we will have money already allocated in the budget. Following discussion concerning whether it's the design of building or Dectron unit itself (Mr. Kay voiced they have been told that the Dectron is a good system and works properly in every other circumstance it's been used in).

*Straw poll – agreed by consensus (to leave in – it's only a budget and the money will be allocated)

24. Didn't we do major maintenance on this unit within the past three years?
- a. *\$22,277 to replace the compressor in February 2012 due to a refrigerant leak.*

* Discussion included in item #23 – Mr. Kay voiced we spent \$22,000 due to a refrigerant leak and have spent quite a bit of money on that system.

25. Suggest we delete this \$16,200 project until we have the total package.
- a. *This is step 1 to replacing the Dectron, whether we do it now or wait. Eneco indicated the unit will perform better if we take this step. It will transfer air better across the pool surface and dehumidify more effectively. We will have better air temperatures and less humidity. The current problems that we are having are from poor design.*

*Straw poll – agreed by consensus (discussion included in item #23)

26. Why do we need \$7500 power rake? (pg 140)
- a. *Current power rake needs to be replaced and can only be used with the Ventrac unit. Proposed power rake can be used on multiple machines.*

*Straw poll – unanimous

27. Why do we need to raise the Fences? (pg 140)
- a. *For safety reasons to reduce the number of foul balls exiting the field.*

Mayor Jennings and Public Works Director, Allen Lewis addressed this issue. Mayor Pro tem Roberson stated if there is a major tournament this year he would hate to see the City have a liability suit because of fencing. Mayor Jennings noted this will be a show case event with 45 teams coming in.

*Straw poll – agreed by consensus

28. We cannot afford both Todd Maxwell and Soccer lighting. CUT lighting.
- a. *The league has requested for the last 2-3 years. Will eliminate the conflict of hosting travel baseball/softball tournaments at the complex on weekends when soccer is being played because soccer teams could play at night during the week.*

Mayor Jennings suggested taking the Todd Maxwell and Soccer lighting independently. The City will get with Todd Maxwell and the League to discuss a possibility of a cost sharing mechanism. Councilman Mercer suggested the City can afford one but not both and with the \$64,000 in the budget feels the City have made the commitment with Todd Maxwell. Mayor Jennings requested a straw poll for Todd Maxwell:

*Straw poll for Todd Maxwell – (place holder)

Mayor Jennings called for discussion on Soccer lights and Mayor Pro tem Roberson suggested he had been informed there is a movement afloat to move the whole Soccer complex to another location with the existing Soccer field being used for additional baseball fields. Mr. Kay noted this was presented to Council in the Master Plan and discussed at a Committee of the Whole meeting.

Councilman Mercer advocated waiting until we have a design and lay-out of the field. Councilman Brooks recommended leaving it in the budget and by the time we are ready to set the lights up, Council can sit down at that time to figure out which way we are going. Councilman Moultrie inquired how long we are looking at to get a new field and Mayor Jennings noted it was up to Council (they can make it a priority). Following discussion:

*Straw poll for Soccer – agreed by consensus (take it out) Mayor Jennings noted the undertone with the straw poll (with an undertone of high interest in finding an alternate site that would satisfy the opportunity for a Soccer complex – add to priority list).

Mayor Pro tem Roberson requested seeing “in the interim” a specific design and he does not expect the electric department - who is in charge of doing overhead electrical distribution to go out on the Recreation and Parks facility and design the lighting, I would suggest we get someone in who has the expertise to do the lighting. Mr. Kay stated this has already been done – Musco Lighting Company has already come in.

29. I also have a budget wide concern about the total number of computers we have and are replacing. Your inventory indicates about 135, but apparently does not include the public access units in the library.
- a. *Does not include library, Friends of Brown library purchased most of the units.*

Councilman Mercer expressed concern regarding surplus computers not being placed on GovDeals.

*Straw poll – unanimous

30. According to my count, we have purchased over 100 units in the last six years and have not surplused out any. Where do they go?
- a. *Have around 6 in remote areas for employees without computer access to enter HRN performance appraisals. As new units are purchased older remote units are replaced. Keep some old units for parts then all are surplused.*

*Straw poll - unanimous

31. Also, felt that with the new VOIP phone system we would see reduced phone cost which aren't reflected in this budget.

a. *We will experience reduced phone cost. Currently analyzing the phone bill with Century Link and can adjust budget once completed.*

*Straw poll – unanimous. Councilman Mercer suggested with the new VOIP system cost should have gone down. Mr. Kay voiced we are continually working with our provider to note the cost savings across the board with a meeting scheduled next Thursday.

32. Request to have a current organizational chart with assigned assets notated.

a. *Please see attachment #1*

*Straw poll – unanimous (referencing document received by Council)

Budget Questions Submitted at or after April 22nd Meeting

33. Sum of proposed personnel costs:

| | General Fund | Utility Funds | Total |
|---------------------------|-------------------------|--------------------------|------------------|
| Cost of Living Adjustment | \$187,970 | \$103,375 | \$291,345 |
| Merit Increase | \$30,568 | \$16,945 | \$47,513 |
| Job Maturity | \$14,208 | \$8,003 | \$22,211 |
| TOTAL | \$232,746 | \$128,323 | \$361,069 |

Councilman Mercer requested Council recognized if we put the merit raise, cost-of-living raise and retain maturity raise at the end of the year, the total salary package will have increased almost one-half million dollars. Councilman Mercer requested Mr. Kay review the above numbers. Mr. Kay explained how the current calculation works and suggested it has worked in the last few years. Councilman Mercer reiterated that Council just needs to be aware that this one-half million dollars will carry from now on. Mayor Pro tem Roberson inquired when was the last time we had a cost-of-living increase for our City employee's and Mr. Kay stated it has been four years (2008). Mayor Pro tem Roberson suggested he advocates the proposed budget as submitted. In addition, we need to pay to keep our personnel and our salary needs to be compatible. Councilman Moultrie, Brooks, and Pitt agreed with Mayor Pro tem Roberson.

*Straw poll – unanimous
(keeping proposed budget as submitted and leave personnel package intact)

34. Outstanding utility bill of former Options to Domestic Violence Shelter

a. *\$3,461.27*

Staff was given direction by Council to take the \$2,000 allocated in the proposed budget for outside agencies funding to pay the outstanding bill of former Options to Domestic Violence Shelter

35. Does the Wildlife Guild know that the funding level will be decreased due to loss of Dock Dogs portion, and what will the event be like with reduction?
 a. *Lynn Lewis is overseeing the festival and is aware and stated that the festival will be in line with the 2012 Festival.*

*No discussion

36. What is the term of the contract with the Beaufort County Sheriff's Office for 911 Dispatch?
 a. *Answer will be provided by Thursday evening.*

Mr. Kay voiced they could not find any specific contract that stated a term and this will be an ongoing expense for personnel cost that the Sheriff's department incurs.

37. Request to see the budgets and any particular comments/facts about Outside Agency funding requests.
 a. *Attachment #2*

| Agency | | FY 10/11 Actual | FY 11/12 Actual | FY 12/13 Budget | FY 12/13 Estimate | FY 13/14 Budget | FY 13/14 Request | FY 13/14 Budget | Comments |
|---------------------------------|------------|--------------------|--------------------|--------------------|----------------------|--------------------|---------------------|--------------------|--|
| Restricted Fund Balance: | | | | | | | | | |
| Veteran's Park | Revenue | | | 10,000 | | 5,000 | 5,000 | 0 | Replace wooden sign with a brick/sign/memorial/recognition wall \$5,975 reserved fund balance for Veteran's Park. |
| | Expenses | | | | | <u>15,000</u> | | | |
| | Net Income | | | 10,000 | | (10,000) | | | |
| Economic Development: | | | | | | | | | |
| WHDA | Revenue | | 206,007 | 181,660 | 194,273 | 178,500 | 66,000 | 66,000 | 6/30/12 cash balance \$31,248 |
| | Expenses | | <u>197,073</u> | <u>163,036</u> | <u>165,473</u> | <u>156,982</u> | | | |
| | Net Income | | 8,934 | 18,624 | 28,800 | 21,568 | | | |
| GF Miscellaneous: | | | | | | | | | |
| Hwy 17 Association | Revenue | | 202,106 | 171,606 | 185,606 | 267,500 | 7,500 | 7,500 | \$54,000 increase requested from County 9/30/12 Cash & Investment balance \$146,177 |
| | Expenses | | <u>203,278</u> | | <u>187,100</u> | <u>187,100</u> | | | |
| | Net Income | | (1,172) | 171,606 | (1,494) | 80,400 | | | |

| Agency | | FY 10/11 Actual | FY 11/12 Actual | FY 12/13 Budget | FY 12/13 Estimate | FY 13/14 Budget | FY 13/14 Request | FY 13/14 Budget | Comments |
|-----------------------------------|------------|--------------------|--------------------|--------------------|----------------------|--------------------|---------------------|-------------------------------|--|
| Boys & Girls Club | Revenue | | | 440,955 | 405,003 | 321,744 | 24,300 | 16,000 | Federal funding projected to be down \$122,000 |
| | Expenses | | | <u>429,615</u> | <u>377,651</u> | <u>344,697</u> | | | |
| | Net Income | | | 11,340 | 27,352 | (22,953) | | | |
| The Blind Center | Revenue | | 69,479 | 77,340 | 81,176 | 77,590 | 2,500 | 1,250 | 12/31/11 cash & investment balance of \$248,233 |
| | Expenses | | <u>89,936</u> | <u>101,605</u> | <u>100,163</u> | <u>101,605</u> | | | |
| | Net Income | | (20,457) | (24,265) | (18,987) | (24,015) | | | |
| Wright Flight | Revenue | | 17,795 | | 19,000 | 19,000 | 5,000 | 3,500 | Cost of planes/pilots/fuel \$8,000 increase |
| | Expenses | | <u>18,165</u> | | <u>20,120</u> | <u>27,450</u> | | | |
| | Net Income | | (370) | | (1,120) | (8,450) | | | |
| American Red Cross | Revenue | | 119,940 | 85,837 | 121,970 | 147,100 | 5,000 | 500 | |
| | Expenses | | <u>113,995</u> | <u>85,837</u> | <u>132,527</u> | <u>147,100</u> | | | |
| | Net Income | | 5,945 | 0 | (10,557) | 0 | | | |
| Zion Shelter | Revenue | | 56,922 | 58,381 | 68,500 | 49,000 | 15,000 | 8,500 | |
| | Expenses | | <u>50,701</u> | <u>50,701</u> | <u>52,054</u> | <u>54,740</u> | | | |
| | Net Income | | 6,221 | 7,680 | 16,446 | (5,740) | | | |
| Arts Council | Revenue | | 233,522 | 252,990 | 252,990 | 190,087 | 24,000 | 16,000 | 6/30/12 Cash & investment balance \$143,906 |
| | Expenses | | <u>237,387</u> | <u>252,990</u> | <u>252,990</u> | <u>190,087</u> | | | |
| | Net Income | | (3,865) | 0 | 0 | 0 | | | |
| East Carolina Wildfowl Guild | Revenue | 91,338 | 86,581 | | 61,887 | 61,887 | 7,415 | 2,045 | |
| | Expenses | <u>84,073</u> | <u>81,063</u> | | <u>58,393</u> | <u>61,598</u> | | | |
| | Net Income | 7,265 | 5,518 | | 3,494 | 289 | | | |
| Dock Dogs | | | | | | | 5,000 | Funds encumbered in 2012/2013 | |
| Human Relations Council | Revenue | | | | | 1,500 | 1,500 | 1,000 | |
| | Expenses | | | | | <u>1,500</u> | | | |
| | Net Income | | | | | 0 | | | |
| Cornerstone Family Worship Center | Revenue | | 233,522 | 252,990 | 252,990 | 190,087 | 21,635 | 0 | |
| | Expenses | | <u>237,387</u> | <u>252,990</u> | <u>252,990</u> | <u>190,087</u> | | | |
| | Net Income | | (3,865) | 0 | 0 | 0 | | | |
| Purpose of God | Revenue | | 231,701 | 438,963 | 438,963 | 424,614 | 50,000 | 18,000 | 7/30/12 cash balance 118,055 (94,143) cash flow FY 2012 |
| | Expenses | | <u>327,866</u> | <u>438,963</u> | <u>438,963</u> | <u>424,614</u> | | | |
| | Net Income | | (96,165) | 0 | 0 | 0 | | | |
| Domestic Violence Shelters | | | | | | | 2,000 | 2,000 | |
| Kiwanis Christmas Parade | | | | | | | <u>2,800</u> | <u>1,500</u> | |
| Total | | | | | | | 161,150 | 75,295 | 23,295 |

City Manager, Josh Kay directed Council’s attention to page 141 on the proposed budget, noting it will show what was actually spent for outside agencies in 2011-12, what was budgeted in the current year and what requested in the proposed budget. Mr. Kay explained the procedure used by staff and noted some examples with the requested amount and the proposed amount.

Mayor Jennings voiced that all of the agencies we partnered with over the years are deserving of funding and some with a decided impact in the community and provided examples. Councilman Mercer expressed he had presented his proposed reductions and noted we reduced funding last year and suggested continuation of those reduction efforts. Also, Councilman Mercer recommended not adding anything new. Following discussion:

Suggestions and/or recommendations for funding as directed by Mayor/City Council:

| <u>Organizations</u> | <u>Amount</u> |
|---|----------------------------------|
| Cornerstone Family Worship Center | +\$15,000 |
| Eagle Wings | +\$1,000 |
| *Councilman Moultrie suggested allocating \$1,000 to Eagle Wings and if they do not request the \$1,000 funding then City will not allocate funding | |
| Purpose of God Annex (add back \$6,000) | +\$6,000 (total \$24,000) |
| *Councilman Mercer concurred but suggested it be contingent upon 300,000 grant applied for by Purpose of God through the County; if grant received, reevaluate the allocation of funding and suggested staff be instructed to release more than 1/3 of funding until such time as we know what occurs with the grant application. | |
| Domestic Violence Shelter (deduct \$2,000) | (\$2,000) |
| *Pay outstanding billing question of \$2,000 | |

Mayor Jennings requested Council recommit to the partners by coaching them around the concern of budgeting in City’s assistance into their operating budgets because there could come a time when the City can’t fund those. Reminder the straw poll is flexible.

*Straw poll – unanimous (inclusive of above recommendations - additions and one deduction)

38. What is the property tax rate needed to cover current Fire Station 2 debt service?
- a. *Public Safety Capital Reserve- \$.015 property taxes are inadequate to cover Fire Station 2’s debt service. \$.0198 will cover the annual debt service of \$166,985. Revenue and transfer expense can be adjusted to this amount. Will not have a net budget impact.*

*Straw poll – unanimous (round up to \$.02 for clarification)

39. Review of Administrative Charges to the General Fund from Utility Funds
- a. *Please see Attachment #3*

*Straw poll – unanimous

40. Historical analysis of health insurance rates:

City Premium:

| Year | Total Cost/Month | HSA/ Included | Insurance Premium | % |
|-----------|---------------------|------------------|----------------------|--------|
| | | | | Change |
| 2005/2006 | 371.49 | | 371.49 | |
| 2006/2007 | 352.41 | | 352.41 | -5.10% |
| 2007/2008 | 342.53 | | 342.53 | -2.80% |
| 2008/2009 | 383.15 | | 383.15 | 11.90% |
| 2009/2010 | 393.33 | 58.33 | 335 | 2.70% |

| | | | | | |
|---|--------|-------|--------|--------|-----|
| 2010/2011 | 416.31 | 81.31 | 335 | 5.80% | (1) |
| 2011/2012 | 416.31 | 81.31 | 335 | 0.00% | |
| 2012/2013 | 525.34 | 50 | 475.34 | 26.20% | |
| 2013/2014 | 566.57 | 50 | 516.57 | 7.80% | |
| Change 2005/2006 to 2013/2014 (8 years) | | | | 52.50% | |
| Annual average | | | | 6.60% | |

Notes:

- (1) Plan design changes resulting in a cost shift of \$413,092 were made to limit the increase to 5.8%
- (2) May have been plan design changes in other years

Employee Premium:

| | 11-12 | 12-13 | 13-14 | Change Since 11-12 |
|---------------------|--------|--------|--------|--------------------|
| Employee & Spouse | 408.41 | 520.06 | 581.8 | 173.39 |
| Employee & Children | 168.9 | 219.03 | 239.1 | 70.2 |
| Employee & Family | 659.01 | 809.38 | 950.43 | 291.42 |

- 41. Historical analysis of average distribution of merit increases across the organization
 - a. Please see Attachment #4

Performance Appraisal Score History

| | <u>Less than 4</u> | <u>4.0-4.24</u> | <u>4.25-4.49</u> | <u>4.49-5.0</u> | |
|----------|--------------------|-----------------|------------------|-----------------|-----------------|
| FY 12/13 | 16% | 22% | 20% | 42% | (as of 4/23/13) |
| FY 11/12 | 18% | 30% | 23% | 29% | |
| FY 10/11 | 18% | 21% | 23% | 38% | |
| FY 09/10 | 25% | 21% | 21% | 33% | |
| FY 08/09 | 24% | 27% | 17% | 32% | |

Merit based on Performance Appraisal Score
 <4.0 = 0%
 4.0 to 4.24 = 1%
 4.25 to 4.49 = 1.75%
 4.5 to 5.0 = 2.5%

Probationary = 5% (ordinarily) score above 3.0

SALARY HISTORY

| | | | | |
|--------------|---------------|--------------------|--------------|-------------|
| July 1, 2012 | 0% COLA | 0% Job Maturity | 1-2.5% Merit | |
| July 1, 2011 | 0% COLA | 2.5% Job Maturity | 1-2.5% Merit | \$250 Bonus |
| July 1, 2010 | 0% COLA | 2.5% Job Maturity | 1-2.5% Merit | |
| July 1, 2009 | 0% COLA | 2.5% Job Maturity | 1-2.5% Merit | |
| July 1, 2008 | \$1,150 or 3% | 2.5 % Job Maturity | 1-2.5% Merit | |

- 42. Estimated cost to complete Wayfinding program.
 - a. *CIP states \$40,000 divided between 2 fiscal years. I would suggest that this amount could be as high as \$75,000 if done well and using new logo.*

Mayor Jennings inquired if the City could provide their own signs and Mr. Kay responded ‘yes’ with limited capabilities. Councilman Mercer suggested he would prefer (if the Manager thinks \$40,000 will not be enough) we eliminate Streetscape money and put those monies into the Wayfinding program as \$60,000 would not begin to touch the Streetscape project. Mr. Kay advised the money for Streetscape would just be paying for a consultant to come in and begin the engineering piece of it.

Mayor Jennings asked Lynn Lewis, Tourism Director, if we had funding, how quickly could we implement a quality Wayfinding program. Mr. Kay stated they think it could be completed during the fiscal year.

*Straw poll – unanimous (allocate \$75,000 to the Wayfinding program)

- 43. Estimated cost to complete Downtown Streetscape project.
 - a. *CIP states \$284,000 from the General Fund and \$1,500,000 from the Electric Fund, for a five-year total of \$1.784 million. This cost could increase or decrease depending upon level of improvements undertaken.*

*Straw poll – unanimous and discussed with item #42 (delay for one year and put all monies in the Wayfinding project). Mayor Pro tem Robeson voiced that at some point we really do need to address some of these issues. Mr. Kay noted there will be grant opportunities out there for this project.

Recommended Changes to General Fund Budget by Members of Council

- 1. Reduce ballistic vest purchase from 10 to 8 – reduce line item by \$1,300
 - a. Police Department – Non-capitalized Purchases (pg 66)
- 2. Delete funding for phase 1 of Dectron unit replacement - \$16,200
 - a. Aquatic Center – Capital Outlay (pg 135)

3. Delete the purchase of a power rake - \$7,472
 - a. Parks & Grounds Maintenance – Other Improvements (pg 140)
4. Delete increasing of the fence height at the Sports Complex - \$17,000
 - a. Parks & Grounds Maintenance – Other Improvements (pg 140)
5. Delete the installation of soccer field lighting at the Sports Complex - \$150,000
 - a. Parks & Grounds Maintenance – Installment Purchases (pg 140)
6. Reduce outside agency funding by \$14,045 as follows (Outside Agencies – pg 142)
 - a. Arts Council - \$8,000 (\$5,000 reduction)
 - b. Concerts - \$2,000 (\$1,000 reduction)
 - c. Wright Flight - \$2,000 (\$1,500 reduction)
 - d. Wildlife Guild - \$1,000 (\$6,045 reduction)
 - e. Add Dock Dogs Contribution - \$5,000 (\$5,000 addition)
 - f. Purpose of God - \$15,000 (\$3,000 reduction)
 - i. Funding approved if Federal grant application unsuccessful
 - g. Red Cross - \$0 (\$500 reduction)
 - h. Domestic Violence Shelters - \$0 (\$2,000 reduction)
7. Increase contract services for housing demolition to \$40,000 - \$15,000 increase
 - a. Code Enforcement – Contract Services-Housing Demolition (pg 84)

Mayor Pro tem Roberson and Councilman Pitt requested increasing contract services for housing demolition to \$40,000 instead of \$25,000.

*Straw poll – unanimous

Councilman Brooks mentioned homeowners don't have funding to upgrade homes and he feels the City needs to be more active in helping them apply for grants, this will help landlords as well. Mr. Kay voiced some of the services being offered and Mayor Jennings stated this is something the Council needs to take up under the leadership of the new manager.

8. Adjust various fees for services, per recommendation of Council-appointed Fee Subcommittee and/or City Staff
 - a. Fee Proposal Attached

PROPOSED FEE CHANGES – 2013-2014

Councilman Mercer requested addressing the proposed fee changes as it appears the privilege license would be the one that would require the most time and Mayor Jennings agreed. Mayor Jennings commended staff and the committee. Also, he felt the recommendation that came out of the committee was a very sound proposal for privilege license fees equitable across the spectrum for our businesses here but the challenge is “don't know if we can we get that right”. Mayor Jennings recommended eliminating privilege license fees and replacing it with a registration fee. He shared there are bills in Raleigh now hinting at the future elimination of our

ability to even charge privilege license which may or may not pass. This will put approximately \$300,000 back in the hands of business owners and maybe help with job creation.

Councilman Mercer voiced that Economic Development Director, Bob Heuts expressed concerns regarding the increase of fees on manufacturers (making very good points) and requested Councilman Mercer bring those concerns back to Council. Councilman Mercer requested reducing the fees on the manufacturer to the lowest level. Councilman Brooks stated he had been receiving calls about the same situation and would like to help manufacturers. Councilman Moultrie concurred with Councilman Brooks noting he had conversations with industries in town as well. Councilman Moultrie shared one individual advised that it would be cheaper to move his business and we need to keep our people employed. Also, Councilman Moultrie agreed with Mayor Jennings in eliminating privilege license fees. Mayor Pro tem Roberson preferred waiting to see what the General Assembly would do and act accordingly but if not, then we should reduce the amount and do away with it the following year. Mayor Pro tem Roberson noted his comment would be to the Manager as to where would we make up the deficit if we do away with privilege license. We will need some sort of revenue and we do not want to increase taxes or other things to offset the amount. Mayor Jennings stated what we are proposing is to do away with the concept of the privilege license fees (base on sales, etc.) and if we implement the registration fee there will still be some revenue generated there (smaller amount). Mr. Kay voiced we are talking about \$350,000 and staff would not recommend increasing revenue from anywhere else we would primarily look at cost savings. Mayor Jennings stated we have identified a couple of opportunities tonight.

*Straw poll – unanimously to accept all the proposed fees recommendation from staff with the exception of privilege license fees which will be replaced by a registration fee with a banded strategy and then the savings thereby found by the staff to fund that proposal.

Proposed Fee Changes 2013-2014

4/24/2013

| Fee | Current | Staff Proposed | Council Proposed |
|--|----------|----------------|---------------------------|
| Water taps- 1" irrigation | 869 | | 1,000 |
| Water taps- 1" irrigation w/ chem. or fert. appl. | 1,250 | | 1,500 + back flow valve |
| Sewer capital investment fees | 1,700 | | 2,000 |
| Sewer impact fees- 1" or smaller | 588 | | 600 Drop fee payer option |
| Sewer impact fees- non-residential 1" | 2,216 | | 2,500 |
| Sewer impact fees- non-residential 1 1/2" | 4,073 | | 4,500 |
| Sewer taps- 4" | 785 | | 1,000 |
| Sewer taps- 6" | 1,040 | | 1,500 |
| Storm water permits | 500 | 1000 | |
| Electric meter testing | 10 | 50 | 25 |
| Underground electric subdivision- PUD residential detach | 250 | | 500 |
| Underground electric subdivision- PUD residential multi | 100 | | 250 |
| Underground electric additional fees- minimum | 100 | | 150 |
| Dumpster temporary service- 4 cy | 22 | | 30 |
| Dumpster temporary service- 8 cy | 34 | | 40 |
| Recycling fees | 13/month | 3 per 4 cy | 25 |
| Yard debris collection- excess tree branches | 50/load | 75/load | |

Proposed Fee Changes 2013-2014

4/24/2013

| Fee | Current | Staff Proposed | Council Proposed |
|--|------------------|----------------|---|
| Privilege license- internet café | 250/machine | 1,000/machine | |
| Privilege license- mfg., retail, wholesale,service | | | |
| Maximum | 1,500 | | 20,000 |
| Gross receipts | .80/1,000>25,000 | | .35/1,000 >80,000 .70/1,000 >1,000,000 1.00/1,000 >14,000,000 |
| Electric meter testing after tampering | 10 | 50 | |
| Water meter testing after tampering | 10 | 50 | |
| Water reconnect services | 15 | | 25 |
| Subdivision plat preliminary up to 10 units | 50 | | 250 |
| Subdivision plat preliminary > 10 units | 50 | | 500 |
| Subdivision plat final | 50 | | 100 |
| Building permits & inspections minimum | 35 | | 50 |
| Cell tower permit | 200 | | 1,000 |
| Washington Park Fire/EMS | 33,488 | 33,527 | |
| Beaufort County EMS | 132,072 | 134,714 | |
| Cemetery lots- 8 graves | 4,800 | 5,000 | |
| Cemetery lots- 4 graves | 2,400 | 2,500 | |
| Cemetery lots- 2 graves | 1,200 | 1,250 | |
| Cemetery lots- 2 graves | 600 | 625 | |
| Cemetery Internment weekdays- adult | 550 | 575 | |
| Cemetery Internment weekdays- baby | 200 | 250 | |
| Cemetery Internment weekdays- cremation urn | 200 | 250 | |
| Cemetery Internment weekdays- mausoleum | | 300 | |
| Cemetery Internment weekend- adult | 650 | 675 | |
| Cemetery Internment weekend- baby | 250 | 300 | |
| Cemetery Internment weekend- cremation urn | 250 | 300 | |
| Cemetery Internment weekend- mausoleum | | 350 | |
| Disinterment of vault | 675 | 700 | |
| Disinterment of urn | 200 | 300 | |
| Mausoleum permit | | 200 | |
| Cemetery perpetual fee | 200 | | 250 |
| Street concrete- new sidewalk | 17/ft | 19/ft | cost + 10% |
| Street concrete- sidewalk replacement | 25/ft | 27/ft | cost + 10% |
| Street concrete- curb & gutter replacement | 30/ft | 33/ft | cost + 10% |
| Street concrete- sand | 50/1.5 tons | 75/1.5 tons | cost + 10% |
| Event deposits- large event late fee 3 months | 25 | | 50 |
| Event deposits- large event late fee < 30 days | 50 | | 50 |
| Event deposits- small event late fee | 10 | | 25 |
| Water front docks lease- monthly | 260 | | 275 |
| Water front docks lease- quarterly | 750 | | 775 |
| Water front docks lease- semi-annual | 1,410 | | |
| Water front docks lease- annual | 2,700 | | 3,000 |
| Interlibrary book loans- late fee \$5 maximum | | .25/day | |
| Water hydrant meters- meter setting fee | 25 | 50 | |
| Water impact fees- 1" or smaller | 332 | | 500 Drop fee payer option |
| Water impact fees- 1" | 1,162 | | 1,200 |
| Water impact fees- 1 1/2" | 2,057 | | 2,500 |
| Water lab test | 30 | | 50 |
| Water meter testing | 10 | 50 | 25 |
| Water taps- 3/4" | 651 | | 800 |
| Water taps- 1" | 869 | | 1,000 |
| Water taps- 1 1/2" | 2,660 | | 3,000 |
| Water taps- 2" | 3,493 | | 4,000 |
| Water taps- 3" | 8,316 | | 10,000 |
| Water taps- 3/4" irrigation | 651 | | 800 |

Copy of Fee Changes 2013-2014

City Attorney, Franz Holscher arrived to the meeting at 7:30 pm.

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

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to enter closed session at 7:30pm under § NCGS 143-318.11(a)(6) Personnel.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to come out of Closed Session at 7:57 pm.

ANNOUNCEMENT – APPOINTMENT OF CITY MANAGER FOR THE CITY OF WASHINGTON:

By motion of Councilman Pitt, seconded by Councilman Mercer, Council appointed Brian Alligood as the City of Washington City Manager effective July 1, 2013 subject to a satisfactory background check and pre-employment drug screen and approve the Employment Agreement as submitted.

ADJOURN – UNTIL MONDAY, MAY 6, 2013 AT 5:30 PM IN THE COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council adjourned the meeting at 7:58 pm until Monday, May 6, 2013 at 5:30 am in the Council Chambers at the Municipal.

(Subject to the Approval of the City Council)

**Reatha B. Johnson
Assistant City Clerk**



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *AL*
Date: 5-1-13
Subject: Authorize the Repurchase of Cemetery Lot R-161, Plot 4 in Oakdale Cemetery for \$ 600.00 and Adopt Budget Ordinance Amendment.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize the repurchase of Lot R-161, Plot 4 in Oakdale Cemetery from the Estate of Lutitia Allen in the amount of \$ 600.00 and adopt the attached budget ordinance amendment to cover the cost.

BACKGROUND AND FINDINGS:

The purpose of this Council Action is to receive authorization to repurchase one (1) plot in Oakdale Cemetery. The City has received a written request from Misa B. Raynor, Esq. Attorney at Law, Executrix of Ms. Allen's estate for the repurchase of the plot which was purchased in 1998. Ms. Raynor states that Ms. Lutitia Allen-Murray was buried in Plot 2 on 4-25-13 and her mother is buried in Plot 3; therefore, Plot 4 is no longer needed.

Section 8-5(c) of the City Code states, "No cemetery lot may be sold or transferred by its owner to any other party. If the owner finds that he has no use for a lot, the city will buy it back at the same price originally paid for same; provided no interments have been made thereon." Staff has checked our records and has verified that there are currently no interments on this plot.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached request from Ms. Raynor, copy of plots "deed" and budget ordinance amendment.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *AL* Concur _____ *AL* **Recomm** _____ **Denial** _____ **No Recommendation** *5/7/13* Date _____
Page 58 of 133

**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 Cemetery Fund be increased in the amount of \$600 in the account Transfer from General Fund, account number 39-90-3980-1000.

Section 2. That account number 39-90-4740-4901, Repurchase Cemetery Lots, portion of the Cemetery Fund appropriations budget be increased in the amount of \$600 to provide funds for the repurchase of cemetery lot R-161, plot 4.

Section 3. That account number 10-00-4400-3900, Transfer to Cemetery Fund, Miscellaneous portion of the General Fund appropriations budget be increased in the amount of \$600.

Section 4. That the Estimated Revenues in the General Fund be increased in the amount of \$600 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

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 13^h day of May, 2013.

MAYOR

ATTEST:

CITY CLERK

**LAW OFFICE OF
MISA B. RAYNOR PA**

**Misa Brooks Raynor, Esq.
Attorney at Law**

**225 East Main Street
P.O. Box 9
Belhaven NC 27810**

**Phone 252-943-6111
Facsimile 252-943-6112
misa@raynorlaw.net**

April 30, 2013

Mr. Jerome Tyson
Oakdale Cemetery
PO Box 1988
Washington NC 27889

RE: Lutitia Allen
R-161 Plot 4

Dear Mr. Tyson:

Per our phone conversation yesterday, enclosed please find The Certificate for the burial plots issued to Ms. Lutitia Allen-Murray, and a copy of my Letters of appointment as Executrix of Ms. Allen's estate.

By this letter, I request that R-161, Plot 4 be purchased by the City of Washington for use by another person. Ms. Lutitia Allen was buried last week in Plot 2, and her mother is buried in Plot 3. There is no longer a need for Plot 4. Please have the check for Plot 4 made payable to the Estate of Lutitia Allen and sent to me at the address above.

Should you have any questions regarding this request, please let me know. Thank you for your guidance over the phone, and your prompt attention to this request.

Sincerely,



Misa B. Raynor

Enc

STATE OF NORTH CAROLINA

File No.

13-E-180

Beaufort County

In The General Court Of Justice
Superior Court Division
Before the Clerk

IN THE MATTER OF THE ESTATE OF:

Name

Lutitia Allen

LETTERS

TESTAMENTARY

G.S. 28A-6-1; 28A-6-3; 28A-11-1; 36C-2-209

The Court in the exercise of its jurisdiction of the probate of wills and the administration of estates, and upon application of the fiduciary, has adjudged legally sufficient the qualification of the fiduciary named below and orders that Letters be issued in the above estate.

The fiduciary is fully authorized by the laws of North Carolina to receive and administer all of the assets belonging to the estate, and these Letters are issued to attest to that authority and to certify that it is now in full force and effect.

Witness my hand and the Seal of the Superior Court.

| | |
|---|--|
| Name And Address Of Fiduciary 1 Misa B Raynor PO Box 9 225 E Main Street Belhaven, NC 27810 | Date Of Qualification 04/19/2013 |
| | Clerk Of Superior Court Van Martin Paramore |
| Title Of Fiduciary 1 Executrix | EX OFFICIO JUDGE OF PROBATE |
| Name And Address Of Fiduciary 2 | Date Of Issuance 04/19/2013 |
| | Signature <i>Sherry Craveth</i> |
| Title Of Fiduciary 2 | <input type="checkbox"/> Deputy CSC <input checked="" type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court |

SEAL

NOTE: This letter is not valid without the official seal of the Clerk of Superior Court.

This Certifies that the CITY OF WASHINGTON,
NORTH CAROLINA, for and in consideration of:

Nº 1940

FEE.....\$ 1800.00

PERPETUAL CARE.....\$

TOTAL.....\$ 1800.00

has sold and conveyed to Lutitia Allen-Murray
PO Box 172, Pantego, NC 27860

the right of interment for LOT(S) R-161 in
PLOT(S) 2,3, 4 in Oakdale

Cemetery according to the plan or map of said cemetery.



PROVIDED that this conveyance shall be subject to all the rules and regulations now existing or hereafter adopted by the said City with reference to said Cemetery.

IN WITNESS WHEREOF, The Mayor and City Clerk of said City have set their hands and affixed the corporate seal of said City hereto this the

23rd day of February, 19 98

City Clerk

[Handwritten signature of Rick Thompson]

Mayor

[Handwritten signature of Stewart Ramsey]

Allen-Murry, Lutitia
 Swindell Rd.
 Pantego, N.C.

Lot # R-161
 Plot # 2,3,& 4
 Oakdale

LOT NO. R-161 OWNER Single Section / Oakdale LOT FEE _____
 ST. ADDRESS _____ PER. CARE _____
 CITY _____ TOTAL _____

| | | | |
|--|--|---|---------------------------|
| <p>1 Celia M. Selby 12-1999 DEED.. Estate Of Plot # 1</p> | <p>2 <i>Lutitia Allen-Murray</i> <i>04-25-2013</i> <input checked="" type="checkbox"/> <i>Cremation</i> DEED.. Lutitia Allen-Murray Swindell Rd. Pantego, N.C.</p> | <p>3 <i>Sold</i> Essie Ray Allen 12-97 Plot # 2,3, & 4</p> | <p>4 <i>Sold</i></p> |
| <p>5</p> | <p>6</p> | <p>7</p> | <p>8</p> |

Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:12753

PO #: Not Assigned

User Name: Frankie Buck

Date: 04/25/2013

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$32,000.00

Ship To:

CITY OF WASHINGTON WAREHOUSE (PW)

203 GRIMES ROAD

WASHINGTON, NC 27889

S.T WOOTEN CORPORATION

P.O. BOX 2408

WILSON, NC 27894

Vendor Instructions:DO NOT MAIL - DAVID GIBBS

| Quantity | Description | Job Number | Unit Price | Extended |
|------------------|--|------------|-------------|--------------------|
| 1 | ASPHALT FOR STREET PATCHING AND LIQUID TAC | | \$32,000.00 | \$32,000.00 |
| Sub Total | | | | \$32,000.00 |
| Total Tax | | | | \$0.00 |
| Total | | | | \$32,000.00 |

| Account Number | Account Description | Amount |
|-----------------|---------------------|--------------------|
| 10-20-4511-4500 | STREET PAVING | \$32,000.00 |
| Total | | \$32,000.00 |

Approval List

Dept Level Approval: _____

Department Head: _____

PO Level Approval: _____

Purchase Order Prep: _____

Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:12780
PO #: Not Assigned
User Name: Adam Waters

Date: 05/01/2013
Approved By:
Approved Code: Awaiting Final Approval
Total Amount: \$25,050.00

EDWARDS MACHINE & WELDING
P.O. BOX 779
CHOCOWINITY, NC 27817

Ship To:
CITY OF WASHINGTON WAREHOUSE (PW)
203 GRIMES ROAD
WASHINGTON, NC 27889

Vendor Instructions: PUBLIC WORKS
WATER RESOURCES
ADAM WATERS
252-975-9310

| Quantity | Description | Job Number | Unit Price | Extended |
|------------------|---|------------|-------------|--------------------|
| 1 | REBUILD #2 DEGRIT SYSTEM USING STAINLESS STEEL MATERIALS. | | \$25,050.00 | \$25,050.00 |
| Sub Total | | | | \$25,050.00 |
| Total Tax | | | | \$0.00 |
| Total | | | | \$25,050.00 |

| Account Number | Account Description | Amount |
|-----------------|--------------------------|--------------------|
| 32-90-8220-7000 | NONCAPITALIZED PURCHASES | \$25,050.00 |
| Total | | \$25,050.00 |

Approval List

Dept Level Approval: _____
Department Head: _____
PO Level Approval: _____
Purchase Order Prep: _____

Need an extra
life jacket today?

BORROW ONE!



LIFE JACKET LOANER PROGRAM

Borrow a life jacket for free, courtesy of
the Sea Tow Foundation.

Please return the
life jacket when
you're finished and
enjoy a safe day
out on the water.



Borrow a life jacket.
**It could save
your life.**



Did you know...?

All boats are required by law to have a U.S. Coast Guard-approved, properly fitting life jacket for each person on board.

A life jacket can help you survive in cold water.

A life jacket must fit snugly. Make sure there is no excess room above the openings and that the jacket does not ride up over the wearer's chin or face.

All states have regulations regarding life jacket wear by children. Adult-sized life jackets will not properly fit children.

Life jackets should be checked for damage. If broken or ripped, they should be replaced.

Boats that are 16 feet and over in length must also have a throwable flotation device.

75% of fatal boating accident victims drowned, and of those 84% were not reported as wearing a life jacket.* Don't be a statistic. Borrow a life jacket today.

*U.S. Coast Guard Recreational Boating Statistics 2005-2009

These life jackets are provided free of charge by the Sea Tow Foundation. Please return them at the end of your day so others can use them.

For more information, please visit www.boatingsafety.com.

Brought to you by:





Sponsored By **SEA TOW**



Related Searches:
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Safe Boating Course

Marine Safety

Safe Boating Classes

Online Boating Course

Boating Safety Classes

Inflatable Life Jacket

Life Vests

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Welcome to the Sea Tow Foundation!



Remember to always wear your life jacket designate a sober skipper!

Thanks to grant funding from the Sport Fish Restoration and Fund, administered by the U.S. Coast Guard, the Sea Tow Foundation distributed close to 15,000 life jackets nationwide to help make boaters safer on the water. To find a Sea Tow Foundation life stand near you, [click here](#).

DONATE TO THE SEA TOW FOUNDATION

We need your support to help make recreational boaters safer. Your tax deductible donation will be used to:

- purchase safety equipment such as life jackets and vests
- run boating safety programs, including the Boating Safety Shows;
- develop a boating and alcohol awareness campaign;
- and support other initiatives to keep boaters safe on the water.

YOUR DONATION IS TAX DEDUCTIBLE

Are you interested in taking a safe boating course in your area? Click [this link](#) to find a list of all of the NASBLA-approved boating safety course nationwide or take one of the [classes offered](#) by the U.S. Power Squadrons.



BoaterExam.com — Get Your Boating License Online!

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Life Jacket Loaner Stand

You Need &
Please Return 

Sponsored by
SEA TOW
&
The Parks and
Recreation
Department





| Life Jacket Loaner Locations | Address | City | State | Zip | Sea Tow Franchise Name |
|---|----------------------------|-------------------|-------|-------|------------------------|
| Green Harbor boat ramp | Central Street | Marshfield | MA | 02050 | South Shore |
| Plymouth boat ramp | Water Street | Plymouth | MA | 02360 | South Shore |
| Duxbury Harbormaster office | Mattakesett Court | Duxbury | MA | 02332 | South Shore |
| Anchor Marina (head of Northeast River) | 36 Iroquois Dr. | North East | MD | 21901 | Northern Chesapeake |
| Aquamarina Bohemia River Marina | 140 Vista Marina Rd. | Chesapeake City | MD | 21915 | Northern Chesapeake |
| Main Harbor Store | 3999 Harborwalk Drive | Ridgeland | MS | 39157 | Jackson |
| Satterwhite Point Park | 6254 Satterwhite Point Rd. | Henderson | NC | 27537 | Kerr Gaston Lake |
| Holiday Marina | 20139 Henderson Rd. | Cornelius | NC | 28031 | Lake Norman Wylie |
| Peninsula Yacht Club | 18501 Harbor Light Blvd. | Cornelius | NC | 28031 | Lake Norman Wylie |
| Stutts Marina | 571 Stutts Rd. | Mooreville | NC | 28117 | Lake Norman Wylie |
| All Seasons Marina | 82 Langtree Rd. | Mooreville | NC | 28117 | Lake Norman Wylie |
| Airlie Marina | 602 Airlie Road | Wilmington | NC | 28405 | Wrightsville Beach |
| Inlet Watch Marina | 801 Paoli Court | Wilmington | NC | 28409 | Wrightsville Beach |
| Chestnut Neck Boat Yard | 758 Old New York Rd | Port Republic | NJ | 08241 | Atlantic City |
| Viking Yachting Center | 5724 US Highway 9 | New Grenna | NJ | 08224 | Atlantic City |
| Farley State Marina | 600 Huron Ave | Atlantic City | NJ | 08401 | Atlantic City |
| C-Jam Yacht Sales & Marina | 680 Bay Ave | Somers Point | NJ | 08244 | Atlantic City |
| Morrison's Marina | 525 2nd St | Beach Haven | NJ | 08008 | Atlantic City |
| Sea Tow Cape May office | 1252 Rout 109 | Cape May | NJ | 08204 | Cape May |
| Sea Tow Central NJ office | 73B Tiller Drive | Waretown | NJ | 08758 | Central New Jersey |
| Sea Tow Manasquan office | 1887 Monitor Drive | Toms River | NJ | 08753 | Manasquan |
| Haverstraw Marina Office | 600 Beach Rd | W. Haverstraw | NY | 10993 | Central Hudson |
| Goldsmith's at Founders Landing | 2700 Hobart Road | Southold | NY | 11971 | Eastern Long Island |
| Futura Marina - Cody's Marine Supplies | 2501 Knapp Street | Brooklyn | NY | 11235 | Lower New York |
| Army Corps parks | various locations | various locations | SC | - | Clarks Hill Lake |
| Georgetown Landing Marina | 432 Marina Dr. | Georgetown | SC | 29440 | Georgetown |
| The Boat Shed Marina | 18 Saint James St. | Georgetown | SC | 29440 | Georgetown |

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council
Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

To: Mayor Jennings & Members of the City Council
From: Adam Waters/Mike Whaley
Date: May 13, 2013
Subject: Contracts for Water Treatment Chemicals

This memorandum is to inform Council of contract commitments for water treatment chemical requirements for the City from July 1, 2013 through June 30, 2014.

Contract awarded as follows:

| | <u>Vendor</u> | <u>Cost per Unit</u> | <u>Estimated Usage</u> |
|----|---------------------------------|----------------------|------------------------|
| A. | <u>Amerochem</u> | | |
| | Potassium Permanganate | \$2.17/lb. | \$ 45,750.00 |
| | Sodium Hexametaphosphate | \$1.07/gal. | \$ 34,240.00 |
| | Anhydrous Ammonia | \$.82/lb. | \$ 7,790.00 |
| | Hydroflousilicic Acid | \$.3145/lb. | \$ 11,007.50 |
| | Liquid Aluminum Sulfate | \$385.00/ton | \$ 32,725.00 |
| | Sodium Bisulfite | \$ 2.15/gal | \$ 43,000.00 |
| B. | <u>Cargill Salt</u> | | |
| | Sodium Chloride | \$105.35/ton | \$179,095.00 |
| C. | <u>Jones Chemical</u> | | |
| | Liquid Chlorine – Ton Cylinders | \$900.00/ton | \$ 16,200.00 |
| D. | <u>Sterling Water</u> | | |
| | Sodium Hexametaphosphate | \$ 1.089/lb. | \$ 19,602.00 |
| | TOTAL | | \$389,409.50 |

Bid Tabulation Attached

BID TABULATION

Bid for: Water Treatment Chemicals
 Opened: 2:00 PM, Friday
 April 26, 2013

| <u>Item</u> | <u>Chemical</u> | <u>Cargill Salt</u> | <u>Morton Salt</u> | <u>GEO Chemical</u> | <u>Amerochem</u> | <u>Chem South</u> | <u>USALCO</u> | <u>Sterling Water</u> | <u>General Chem.</u> | <u>Jones Chemical</u> | <u>Tanner</u> |
|-------------|-------------------------------|---------------------|--------------------|---------------------|------------------|-------------------|---------------|-----------------------|----------------------|-----------------------|---------------|
| 1 | Potassium Permanganate | | | | 2.17/lb | 2.80/lb | no quote | | | | |
| 2 | Sodium Chloride | 105.35/ton | 105.35/ton | | | | | | | | |
| 3 | Liquid Chlorine-Ton Cylinders | | | | | | | | | 900.00/ton | |
| 4 | Hydrofousilicic Acid | | | | .3145/lb | | | | | | |
| 5 | Anhydrous Ammonia | | | | .82/lb | | | | | | .88/lb |
| 6 | Liquid Aluminum Sulfate | | | 434.50/ton | 385.00/ton | | | | 529.00/ton | | |
| 7 | Sodium Hexametaphosphate | | | | 2.28/lb | 1.85/lb | | 1.089/lb | | | |
| 8 | Sodium Bisulfite | | | | 2.15/gal | | | | | | |
| 9 | Sodium Hypochlorite | | | | 1.07/gal | | | | | | |

Recommendation: I recommend that we purchase Items 1,4,5,6,8 and 9 from Amerochem. Item 2 to continue to be purchased from Cargill Salt. Item 3 we continue to purchase from Jones Chemical. Item 7 from Sterling Water.

Signed: Mike Whaley

BID TABULATION

Bid for: Water Treatment Chemicals
Opened: 2:00 PM, Friday
April 26, 2013

=====

| <u>Item</u> | <u>Chemical</u> | <u>C & S Chemical</u> | <u>DPC Enterprises</u> | <u>Oltrin Solutions</u> | <u>Brenntag</u> |
|-------------|-------------------------------|---------------------------|------------------------|-------------------------|-----------------|
| 1 | Potassium Permanganate | | no quote | no quote | 2.17/lb |
| 2 | Sodium Chloride | | | | |
| 3 | Liquid Chlorine-Ton Cylinders | | | | |
| 4 | Hydrofousilicic Acid | | | | |
| 5 | Anhydrous Ammonia | | | | |
| 6 | Liquid Aluminum Sulfate | 575.00/ton | | | |
| 7 | Sodium Hexametaphosphate | | | | 2.28/lb |
| 8 | Sodium Bisulfite | | | | |
| 9 | Sodium Hypochlorite | | | | |

Recommendation: I recommend that we purchase Item 1,4,5,6,8 and 9 from Amerochem. Item 2 to continue to be purchased from Cargill Salt. Item 3 we continue to purchase from Jones Chemical. Item 7 from Sterling Water.

Signed: Mike Whaley

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council

Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

MEMORANDUM

DATE: May 3, 2013

TO: Mayor and City Council

FROM: Allen Lewis 
Public Works Director

SUBJECT: Warren Field Terminal Design Subcommittee.

With the design work having started on the new terminal building at Warren Field, the engineer/architect team would like to meet in the near future with a group of City representatives to review the work done thus far. It had been suggested in an earlier meeting that we possibly have a representative from Council, a member of the Airport Advisory Board and staff oversee this work. At this time, no subcommittee has officially been created.

MEMORANDUM

DATE: May 2, 2013

TO: Mayor and City Council

FROM: Kristi Roberson, Parks & Recreation

RE: July 4th, 2013

In March of 2012 City Council authorized the City Manager to sign the Release, Hold Harmless and Indemnification agreement with Bridge Harbor, LLC. City Council also authorized the City Manager to sign the Agreement with East Coast Pyrotechnics, INC. The Manager was authorized to sign these agreements for future years as long as the release or agreement did not change.

The Release, Hold Harmless and Indemnification Agreement from the City to Bridge Harbor, LLC for the use of Bridge Harbor, LLC's property during the July 4, 2013 has been executed. The Agreement with East Coast Pyrotechnics has also been executed.

The City will, again, partner with Lee Chevrolet and the Washington Harbor District Alliance for the July 4th festivities.

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council
Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: May 13, 2013
Subject: General Fund Budget Transfer

The Budget Officer transferred \$3,000 of funding between the Planning and Inspection departments of the General Fund to provide additional funds needed to mow nuisance lots for the remainder of the fiscal year.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached

Request for Transfer of Funds

Date: 4/17/2013

TO: City Manager or Finance Director
FROM: John Rodman
SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|-------|------------|----------------|-------------------------|--------|
| FROM: | 10-10-4910 | 0200 | Salaries | 3,000 |
| TO: | 10-10-4350 | 4501 | Contract Svcs Mowing | 3,000 |

For the purpose of: Provide additional funds for mowing nuisance lots.



Supervisor



Department Head

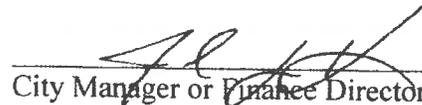
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.



City Manager or Finance Director

05/17/13

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council
Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: May 13, 2013
Subject: General Fund Budget Transfer

The Budget Officer transferred \$9,000 of funding between the City Manager and Code Enforcement departments of the General Fund to provide additional funds needed to demolish abandoned homes. The Budget Officer transferred \$20,000 of funding between the Planning and Code Enforcement departments of the General Fund to provide additional funds needed to purchase a truck that was in the proposed 2013/2014 budget. The Budget Officer transferred \$8,000 of funding between the Planning and Municipal departments of the General Fund to provide additional funds needed to refurbish the kitchen in City Hall that was in the proposed 2013/2014 budget.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached

Request for Transfer of Funds

Date: 5/3/2013

TO: City Manager or Finance Director

FROM: John Rodman

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|-------|------------|----------------|-----------------------|--------|
| FROM: | 10-00-4120 | 0200 | Salaries | 9,000 |
| TO: | 10-10-4350 | 4500 | Housing Demo | 9,000 |

For the purpose of: Transfer funds to demolish abandoned homes

| | |
|------------|---|
| Supervisor |  Department Head |
|------------|---|

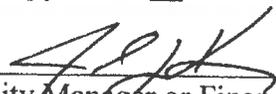
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.


 City Manager or Finance Director

05/03/13

Request for Transfer of Funds

Date: 4/30/2013

TO: City Manager or Finance Director

FROM: Matt Rauschenbach

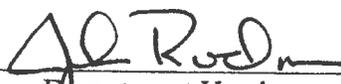
SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|-------|------------|----------------|------------------------|-----------------|
| FROM: | 10-10-4910 | 0200 0700 | Salaries Retirement | 18,000 2,000 |
| TO: | 10-10-4350 | 7400 | Capital Outlay | 20,000 |

For the purpose of: Purchase Inspections truck that was proposed in the 2013/2014 budget

Supervisor



Department Head

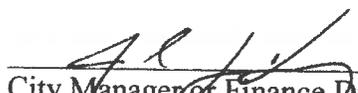
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.



City Manager or Finance Director

Date 5/3/13

Request for Transfer of Funds

Date: 4/30/2013

TO: City Manager or Finance Director

FROM: Matt Rauschenbach

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|-------|------------|----------------|-----------------------|----------------|
| FROM: | 10-10-4910 | 0600 0500 | Insurance F.I.C.A. | 5,000 3,000 |
| TO: | 10-00-4260 | 1500 | M/R Buildings | 8,000 |

For the purpose of: Refurbish City Hall basement kitchen in 2012/2013, was in proposed 2013/2014 budget.

Supervisor



Department Head

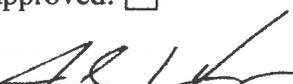
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.



City Manager or Finance Director

5/3/13

Date

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council

Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: May 13, 2013
Subject: General Fund Budget Transfer

The Budget Officer transferred \$2,700 of funding between the Fire and EMS departments of the General Fund to provide additional funds needed to purchase medical supplies.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached

Request for Transfer of Funds

Date: 4/23/13

TO: City Manager or Finance Director
FROM: Robbie Rose
SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|-------|------------|----------------|-----------------------|---------|
| FROM: | 10-10 | 4340 | 7000 | \$2,700 |
| TO: | 10-10 | 4341 | 3301 | \$2,700 |

For the purpose of: Purchase of additional required EMS medical supplies

Supervisor


Department Head

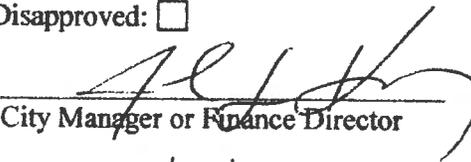
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.



City Manager or Finance Director
04/23/13

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council
Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: May 13, 2013
Subject: General Fund Budget Transfer

The Budget Officer transferred \$5,000 of funding between the Miscellaneous and Outside Agency departments of the General Fund to provide additional funds needed for the Dock Dogs event.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached

Request for Transfer of Funds

Date: 4/24/13

TO: City Manager or Finance Director
 FROM: Matt Rauschenbach
 SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|-------|------------|----------------|-----------------------|--------|
| FROM: | 10-00-4400 | 5401 | Insurance | 2,000 |
| | 10-00-4400 | 5402 | Workers Comp | 3,000 |
| TO: | 10-40-6170 | 9150 | Dock Dogs | 5,000 |

For the purpose of: Contribution for Dock Dogs event

 Supervisor Matt Rauschenbach
Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.

[Signature]
City Manager or Finance Director

Date 4/24/13

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council
Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: May 13, 2013
Subject: General Fund Budget Transfer

The Budget Officer transferred \$3,000 of funding between the City Manager and Human Resources departments of the General Fund to provide additional funds needed for an employee appreciation luncheon planned for May 23rd.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached

Request for Transfer of Funds

Date: 5/6/2013

TO: City Manager or Finance Director

FROM: Matt Rauschenbach

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|-------|------------|----------------|-----------------------|--------|
| FROM: | 10-00-4120 | 0200 | Salaries | 3,000 |
| TO: | 10-00-4125 | 1401 | Employee Development | 3,000 |

For the purpose of: Transfer funds for employee appreciation luncheon

Supervisor



Department Head

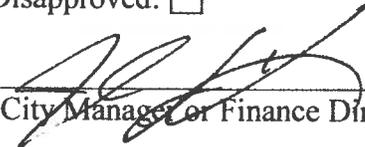
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.



City Manager or Finance Director
05/06/13



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 April Monday May 13, 2013 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

Fair Housing/'Taste of Washington' Event

Four presenters for the April 9, 2013 Fair Housing Forum:

- Ms. Mary Curtis, Representative, North Carolina Human Relations Commission
- Mr. David Caddigan, Fair Housing Project, Legal Aid of North Carolina
- Mr. Brandon Madden, Representative, Attorney General Roy Cooper's office
- Mr. Marc Recko, Executive Director, Washington Housing Authority, Inc.

Restaurants'

- Plantation House
- Kentucky Fried Chicken
- Marabella Pizza & Grill
- Food Lion Highway 264
- Wal-Mart

Washington Harbor District Alliance Report
Monday, May 13, 2013 City of Washington Council Meeting

City of Washington Marketing Funds

As reported in a letter dated April 24th and sent to City Council and Mayor, all \$18,000 dollars allotted by the Council through the city funding have been spent as directed. None of those funds have been spent for any general funding matters. A meeting has been set with the Washington Tourism Development Authority, the City and WHDA to review marketing plans by each organization to better coordinate those efforts.

Maritime Team

The Maritime Team continues to meet to support their priorities for the improvement of the Washington waterfront. They are working closely with John Rodman on the design and construction of the Lighthouse Boater Facility and bathrooms. The design has been set and the project should be out for bid.

Rendering of design:



At the last Maritime meeting, possible scenarios for the management of the Washington waterfront were discussed. After review this comment was sent to Josh Kay.

Mr. Kay,

On Thursday the WHDA Maritime Team met and discussed several items of importance to the waterfront docks. Mr Rodman made a presentation itemizing six possible ways to organize the management of the waterfront docks. The Maritime Team voted in favor of reorganizing the Waterfront Docks as a separate department under the Community & Cultural Services Director. This was option #4 presented by Mr. Rodman.

Fred Watkins

Maritime Team Chairman

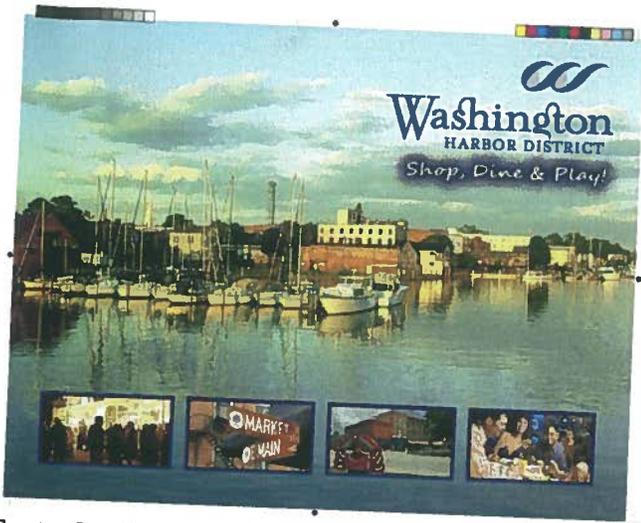
Other priorities of the team are; keeping true to the plans laid out in the [Washington Revitalization and Reinvestment Strategy](#), Fuel capabilities at the Washington docks, approval by Council for all commercial boating industries to have the ability to use the Washington docks, and the eventual build out of the docks and the people's pier.

Shop, Dine & Play in Downtown Washington Campaign (New for 2013)

The first efforts of this campaign were Taste the Good Life and a 10,000 count mail piece

Postcard

An 8.5 x 11" postcard was sent to 10,000 homes in Cypress Landing, Parts of Washington and Greenville. This was the first of a series of postcards. The response went well. The next postcard will go out in June. That postcard will go to the same upper income demographic in Greenville but will also include areas in New Bern.



Taste the Good Life deemed a success

The Taste the Good Life event held jointly with the Chamber of Commerce on February 21st in the Washington Civic Center has been reviewed. The event met a number of the goals set; It showcased our restaurants and reinforced the idea that downtown Washington is now a dining destination. It brought out the younger 30 to 40 year olds, which are a very difficult market to reach and it raised money for both organizations.

Car Show being added to 4th of July Festivities

Steve Lee of Lee Chevrolet has asked that a car show be included in the plans for the 4th of July festivities. The show will be entitled "Best Old Car Contest". The prizes will include trophies and \$500.00 for first place, 300.00 for second place and 200.00 for third place. WHDA will also be hosting the band called the Dickens Band, we will have a clown or juggler for the kids, a hot dog eating contest hosted by Coldwell Banker, a corn-hole tournament and food vendors.

Upcoming Events:

Artwalk this Thursday, May 9th

This event has proved to be very supportive to the downtown merchants. Artwalk fulfills the need of doing smaller events that attract people into the downtown that tend to spend money in the stores.

Music in the Streets, May 17th

Because of rain our first MITS was cancelled. WHDA anticipates big crowds for the one this month.

Lavon Drake (Promotions Chair) and Beth Byrd met with Stacey Drakeford to discuss ways to handle emergency situations that could happen at any event. Chief Drakeford is discussing this with staff and will get back to WHDA with best practices should a situation arise (other than dialing 911).

Merchants

We are pleased to report that a new retail store, The Pink Buoy has recently opened downtown. It is situated next to another new store called the Cottage Junkies on Market Street.

Outreach

In a further effort to reach out to the public to educate them on WHDA and the downtown. Trent Tetterton recently published this article in the Washington Daily News. <http://www.wdnweb.com/2013/04/26/whda-hosts-main-street-managers/>

Board Continues to Meet:

The WHDA Board meets every third Wednesday of the Month at 8:30AM at the Chamber of Commerce. 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: Glen Moore, Planning Administrator
Date: May 13, 2013
Subject: Resolution directing City Clerk to investigate a petition for a contiguous annexation from Wimco, Inc.

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

RECOMMENDATION:

Adopt the resolution directing the City Clerk to investigate a petition for a contiguous annexation received under General Statutes 160A-31.

BACKGROUND AND FINDINGS:

On May 1, 2013, Wimco, Inc. presented a petition for a contiguous annexation for a parcel of land. The property contains 2.16 acres and is located on Carolina Avenue just north of 15th Street.

After directing the clerk to investigate the petition the City will proceed with the annexation process.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached map, resolution, & petition

City Attorney Review:
Finance Dept Review:
City Manager Review:

___ Date By: _____ (if applicable)
 ___ Date By: _____ (if applicable)
 (C) Concur ___ Recommend Denial
 ___ No Recommendation 5/2/13 Date

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition was received on May 13, 2013 by the Washington City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Washington deems it advisable to proceed in response to this request for annexation;

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

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of her investigation.

N. Archie Jennings, Mayor

ATTEST:

Cynthia S. Bennett, Clerk

Annexation # 13-A-01
Wimco

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Date: 4-30-13

To the City Council of the City of Washington:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Washington.
2. The area to be annexed is non-contiguous to the City of Washington and the boundaries of such territory are as follows:

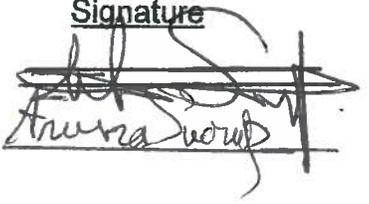
SEE PAGE 2

(Insert Metes and Bounds Description of Boundaries)

3. A Map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City.

SEE PAGE 3

4. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

| <u>Name</u> | <u>Address</u> | <u>Do you declare vested rights?</u> (Indicate yes or no.) | <u>Signature</u> |
|-----------------|---------------------------------------|---|---|
| 1. WASHEYE, LLC | 4005 RIVER PKDR. Suffolk, VA 23435 | yes |  |
| 2. | | | |
| 3. | | | |

Legal Description
PIN:5676-56-6954
PIN:5676-56-7731

Lying and being in the Washington Township of Beaufort County, and being more particularly described as follows: Beginning at a point on the western right-of-way line of Carolina Avenue (US HWY 17), said point being the northeastern corner of the property conveyed to Junice D. Grimes III and Samuel G. Grimes in Deed Book 1504, Page 366 (PIN:5676-56-7365), thence leaving said right-of-way line S70°31'55"W a distance of 194.46' to an existing railroad iron on the eastern line of the property conveyed to June W. Whitaker in Deed Book 1352, Page 623 (PIN:5676-57-3013), thence N18°47'29"W a distance of 300.12' to an existing railroad iron, thence N18°49'58"W a distance of 147.73' to a point at the center of an existing canal, thence N53°25'50E a distance of 41.64' to a point, thence N47°38'12"E a distance of 102.85' to a point, thence N51°56'18"E a distance of 63.85' to a point on the western right-of-way line of Carolina Avenue (US Hwy 17), thence along said right-of-way line S18°49'51"E a distance of 220.43' to an existing iron pipe, thence S18°49'51"E a distance of 300.04' to the point of beginning, containing 2.16 (+/-) acres, and consisting of the property conveyed to Kevin D. Rawls and Donald R. Bundy in Deed Book 1369, Page 607 (PIN:5676-56-6954), and the property conveyed to Chester W. Leggett and Susie G. Leggett in Deed Book 525, Page 487 (PIN:5676-56-7731), see also Estate File 95E, Page 1.

NOTES

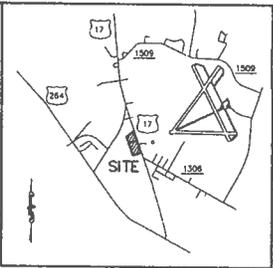
- AREAS COMPUTED BY COORDINATE CALCULATIONS
- NO GRID MONUMENT FOUND WITHIN 2000'
- ALL DISTANCES SHOWN ARE HORIZONTAL UNLESS NOTED OTHERWISE
- ALL RIGHTS-OF-WAY ARE PUBLIC UNLESS NOTED OTHERWISE
- NO CEMENTRIES WERE VISIBLE ON THIS SITE
- A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA MAP No. 3720567600A, DATED MAY 15, 2003.
- REFERENCES: DEED BOOK 1359 PG 6C7
DEED BOOK 95E PG 1
DEED BOOK 1352 PAGE 623
DEED BOOK 1159 PAGE B1D
DEED BOOK 1151 PAGE J/B
- NO WETLANDS HAVE BEEN DELINEATED ON THIS PROPERTY.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS, AGREEMENTS, AND RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT

VRS DE

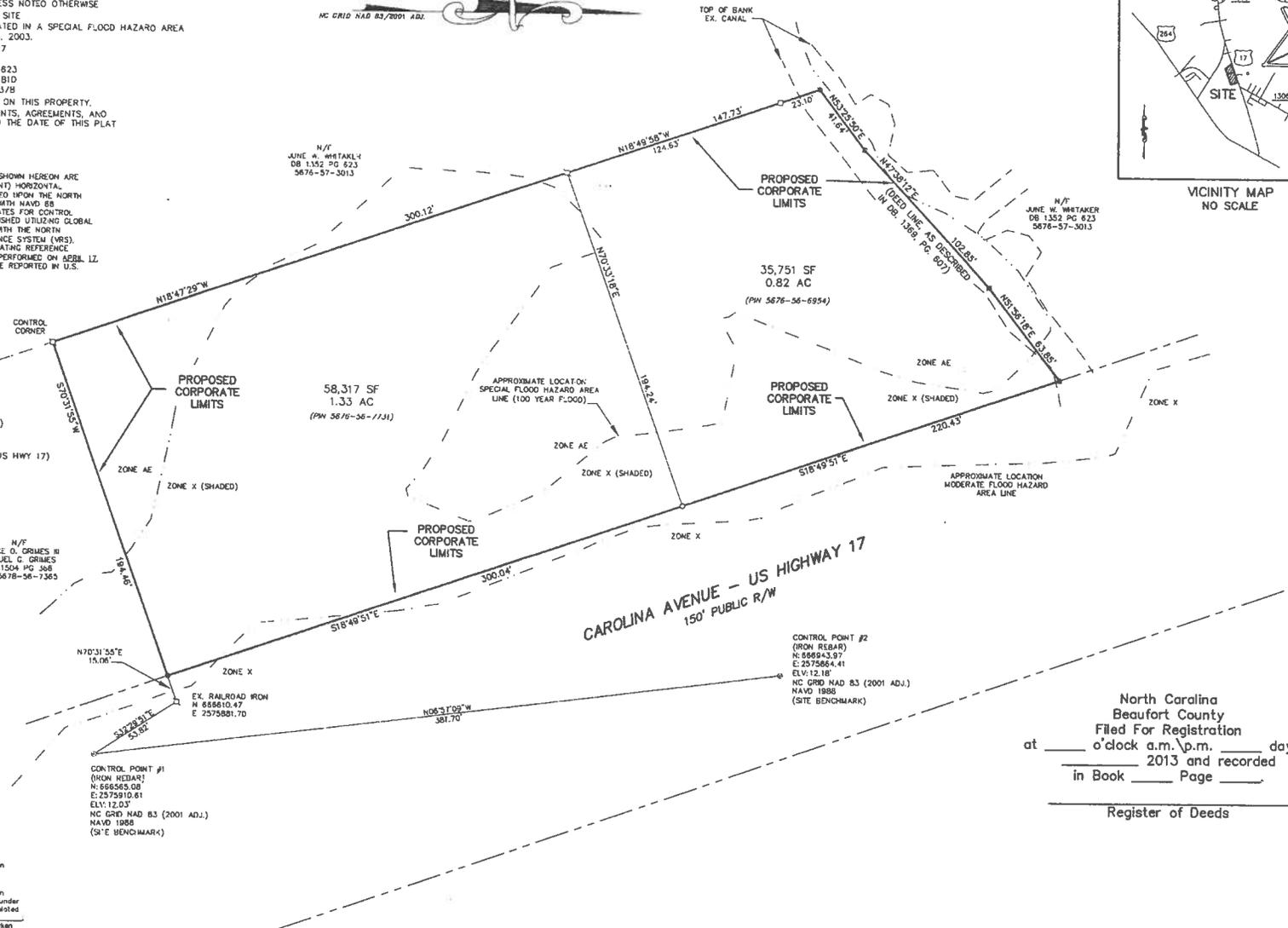
ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE LOCALIZED (GROUND) NAD 83 (2001 ADJUSTMENT) HORIZONTAL INFORMATION (UNLESS NOTED OTHERWISE) BASED UPON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, WITH HAVO 88 ELEVATIONS. THE N.C. STATE PLANE COORDINATES FOR CONTROL POINTS 1 AND 2 SHOWN HEREON WERE ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS (GPS) IN CONJUNCTION WITH THE NORTH CAROLINA GEODEMIC SURVEY'S VIRTUAL REFERENCE SYSTEM (VRS), WHICH IS BASED UPON THE CONTINUALLY OPERATING REFERENCE STATIONS (CORS). THE VRS SURVEY TIE WAS PERFORMED ON APRIL 12, 2013. ALL MEASUREMENTS SHOWN HEREON ARE REPORTED IN U.S. SURVEY FEET UNLESS NOTED OTHERWISE.

SITE DATA

TOTAL AREA 2.16 ACRES (+/-)
TOTAL # LOTS 2
ZONING B-2
SITE LOCATION CAROLINA AVE. (US HWY 17)



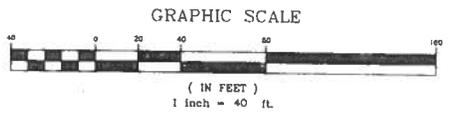
VICINITY MAP
NO SCALE



I, Chad E. Pomeroy, certify that this survey is of an existing parcel or parcels of land.

I, Chad E. Pomeroy, certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is 1/100,000; that the boundaries not surveyed are shown on previous plats plotted from information found in Book 252, Page 20, of the Register of Deeds; that this plat was prepared in accordance with G.S. 47-30 as amended; that my original signature, registration number and seal are on this plat, dated the 29th day of April, 2013.

Chad E. Pomeroy
Professional Land Surveyor L-4741



LEGEND

- NEW IRON PIPE
- EXISTING IRON PIPE
- EXISTING IRON REBAR
- ▣ EXISTING RAILROAD IRON
- ⊠ IRON REBAR SET (CONTROL POINT)
- ⊞ COMPUTED POINT

OWNER/DEVELOPER:
WASHEYE, LLC, A DELAWARE LIMITED LIABILITY COMPANY
4005 RIVER PARK DRIVE
SUFFOLK, VA. 23435



| | | | |
|--|-------------------|---|--------------------|
| BARTLETT | | LICENSE NO. C-1551 | |
| ENGINEERING & SURVEYING, PC | | | |
| 1906 NASH STREET NORTH WILSON, N.C. 27893 | | TELE: (252) 399-0704 FAX: (252) 399-0804 | |
| EMAIL: info@bartletteng.com | | | |
| DATE: APRIL 2013 | SURVEY BY: TB, DB | PROJECT: 13-105 | |
| SCALE: 1" = 40' | DRAWN BY: LR | | |
| REVISIONS (04-29-13) REVISED OWNER'S NAME | | CODE: MWCD | DWG FILE: 13105AX1 |

North Carolina
Beaufort County
Filed For Registration
at _____ o'clock a.m./p.m. _____ day of
_____ 2013 and recorded
in Book _____ Page _____
Register of Deeds

PROPERTY OF
WASHEYE, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

**EXTENSION OF
CORPORATE LIMITS
CITY OF WASHINGTON**

WASHINGTON TOWNSHIP BEAUFORT COUNTY
NORTH CAROLINA ZONE: B-2



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Manager, Parks and Recreation
Date: May 13, 2013
Subject: Approve and Authorize the City Manager to execute the Memorandum of Cooperative Agreement and the NC Division of Coastal Management Agent Authorization Form with NC Wildlife Resources Commission
Applicant Presentation: None
Staff Presentation: None

RECOMMENDATION:

I move that Council approve and authorize the City Manager to execute the Memorandum of Cooperative Agreement and the NC Division of Coastal Management Agent Authorization Form with the NC Wildlife Resources Commission for the Masons Landing Boating Access Area.

BACKGROUND AND FINDINGS:

NC Wildlife Resources Commission completed similar project at Havens Gardens in March of 2012.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Map of site
- NC Division of Coastal Management Agent Authorization Form
- Memorandum of Cooperative Agreement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Concur _____ Recommend Denial _____ No Recommendation 5/7/13 Date

MEMORANDUM OF COOPERATIVE AGREEMENT

AGREEMENT TO REPAIR, IMPROVE, AND OPERATE A PUBLIC BOATING ACCESS FACILITY

This Memorandum of Cooperative Agreement (hereinafter referred to as "Cooperative Agreement") is made and entered into as of the _____ day of _____, 2013, by and between the **NORTH CAROLINA WILDLIFE RESOURCES COMMISSION** (hereinafter referred to as the "COMMISSION") and the **CITY OF WASHINGTON** (hereinafter referred to as the "CITY").

I. PURPOSE OF THE COOPERATIVE AGREEMENT

It is mutually agreed that the COMMISSION and the CITY will cooperate to provide free public boating access at what is commonly known as the Masons Landing Access Area facility (hereinafter referred to as "Facility") located at 625 Clarks Neck Road, Washington, North Carolina with access to Tranter's Creek, as more particularly described hereinbelow.

II. RESPONSIBILITIES

A. The COMMISSION agrees to:

1. Provide the CITY with, and obtain approval from the CITY for, design development for repairs, improvements, and renovation of the Facility, including the parking area.
2. Obtain all regulatory permits required for said repairs, improvements, and renovation.
3. Construct said repairs, improvements, and renovation (hereinafter referred to as "Initial Renovation") consistent with said approval as well as permits and be responsible for all future repairs and improvements to the Facility including docks, parking lot and ramps.
4. Maintain the access area in a serviceable condition as a free public water access area with no closure of the site except for repair and improvement purposes or emergency situations.
5. Operate the Facility as an official COMMISSION access area.

B. The CITY agrees to:

1. Make the following property available to the COMMISSION for the purposes stated herein.

All that certain tract of land in Washington Township, Beaufort County, North Carolina, more particularly described as follows:

BEGINNING at an iron marker in the easterly edge of Tranters Creek where the same is intersected by the southerly edge of the right of way of S.R. 1403 (Clark's Neck Road); thence with the southerly edge of the first right of way of S.R. 1403 S 76° 00' 00" E 468.25 feet to an iron marker; thence S 14° 00' 00" W 157.61 feet to an iron marker; thence N 77° 55' 15" W 471.26 feet to an iron marker on the easterly edge of Tranters Creek; thence up the easterly edge of Tranters Creek as follows: N 15 ° 37' 30" E 46.58 feet to an iron marker; N 29° 17' 10" E 58.11 feet to an iron marker and N 2° 54' 00" E 72.14 feet to the point of beginning, containing 1.76 acres, more or less, as surveyed by R. Waters, R.L.S., on May 29, 1990. It being a portion of the Fifth Parcel described in a deed dated March 12, 1979, recorded in Book 778, Page 398, Beaufort County Registry from Mason Lumber Company to Marvin L. Mason.

2. Provide said property for the use of a boating access area only and as generally described in the survey attached hereto as Exhibit A and incorporated herein by reference as if fully set forth.
3. Provide free public boat access including vehicle and trailer parking 24 hours a day 7 days a week with no closure of the site except for repair and improvement purposes or emergency situations.

III. TERM OF COOPERATIVE AGREEMENT

This Cooperative Agreement shall become effective upon full execution and shall continue in effect for a period equal to 40 years.

IV. TERMINATION

It is mutually agreed that either party may terminate its involvement in this Cooperative Agreement by written notice to the other at least 120 days in advance of the date on which termination is to become effective. If the CITY exercises said right to terminate, the CITY will reimburse the COMMISSION for a prorated amount of the documented and verifiable costs incurred

by the COMMISSION to construct the Initial Renovation to the site as provided for hereinabove based on a 40 year amortization at the time of such termination.

Upon expiration or earlier termination of this Cooperative Agreement, the CITY shall retain all improvements at the Facility and site.

IN TESTIMONY WHEREOF, this Cooperative Agreement has been duly and properly executed by the parties hereto, in duplicate originals, as of the date first above written.

PRE-AUDIT CERTIFICATE

This Cooperative 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

(SEAL)
Matt Rauschenbach,
Chief Financial Officer

CITY OF WASHINGTON

ATTEST:

(SEAL)
CYNTHIA S. BENNETT,
City Clerk

By: _____ (SEAL)
N. ARCHIE JENNINGS, III, Mayor

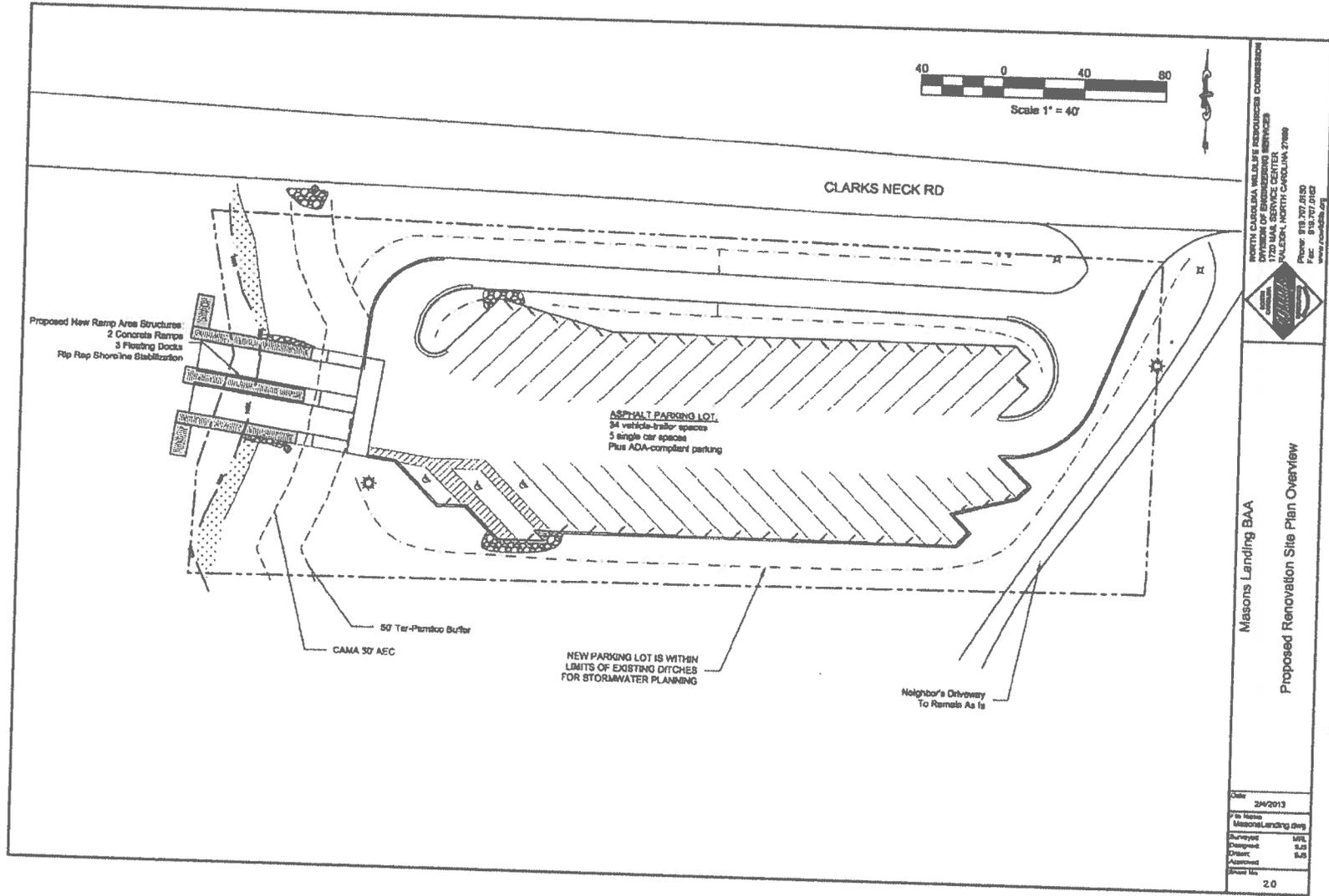
**NORTH CAROLINA WILDLIFE RESOURCES
COMMISSION**

ATTEST:

(SEAL)
MARK HAMLETT, Section Chief
Division of Engineering and
Lands Management

By: _____ (SEAL)
ERIK CHRISTOFFERSON, Chief
Division of Engineering and
Lands Management

EXHIBIT A



N.C. DIVISION OF COASTAL MANAGEMENT

AGENT AUTHORIZATION FORM

Date 4/8/2013

Name of Property Owner Applying for Permit:

City of Washington

Mailing Address:

I certify that I have authorized (agent) NC Wildlife Resources Comm. to act on my behalf, for the purpose of applying for and obtaining all CAMA Permits necessary to install or construct (activity) Public Boat ramp Facility renovation, at (my property located at) Masons Landing Boating Access Area.
625 Clarks Neck Rd
Washington, NC 27889

This certification is valid thru (date) 2/15/2014.

Property Owner Signature

Date

**GRANT PROJECT ORDINANCE FOR NCDENR ADOPT-A-TRAIL GRANT
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, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is to provide funds to acquire and install an AccuDock canoe launch facility at the Haven's Garden Boat Ramp for the Pamlico-Tar-Blueway System.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the grant agreements and documents.

Section 3. The following amounts are appropriated for the project:

| | | |
|-----------------|--------------|-----------|
| 63-40-4930-4500 | Construction | \$ 10,000 |
|-----------------|--------------|-----------|

Section 4. The following revenue is anticipated to be available to complete this project:

| | | |
|-----------------|--------------|-----------|
| 63-40-3480-0000 | NCDENR Grant | \$ 10,000 |
|-----------------|--------------|-----------|

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the NCDENR grant agreements.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments that are due. Reimbursement requests should be made to the granting agency in an orderly and timely manner.

Section 7. The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.

Section 9. Copies of this grant project ordinance shall be furnished to the City Clerk, Budget Officer, and Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

Adopted this the 13th day of May, 2013.

MAYOR

ATTEST:

CITY CLERK



North Carolina Department of Environment and Natural Resources

Pat McCrory
Governor

John E. Skvarla, III
Secretary

April 24, 2013

Ms. Kristi Roberson
City of Washington
E. Peterson Building
310 W. Main Street, 2nd Floor, Suite 200
Washington, North Carolina 27889

Dear Ms. Roberson:

I am pleased to announce that your 2013 Adopt-A-Trail application has been approved for funding. You have been awarded a grant of \$10,000.00 to acquire and install an AccuDock canoe launch facility at the Havens Gardens Public Boat Ramp for the Pamlico-Tar Blueway System.

Our State Trails Program staff will notify you of any remaining signatures or provisions that must be addressed before your application package is submitted to the Division of Purchase and Services. You may not incur expenses for this project until receipt of a fully executed grant contract.

The Department of Environment and Natural Resources is pleased to have the City of Washington partnering with the Division of Parks and Recreation, the North Carolina Trails Committee, and the State Trails Program to promote the development and management of sustainable trails and greenways across North Carolina.

Sincerely,

John E. Skvarla, III

cc: Lewis Ledford, Director
Division of Parks and Recreation



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: May 13, 2013
Subject: Amend Chapter 10, Electric Utility, Section 10-45: Deposits of the Washington City Code

Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council amend Chapter 10, Electric Utility, Section 10-45: Deposits of the Washington City Code.

BACKGROUND AND FINDINGS:

At the June 27, 2011 City Council meeting, the City Council amended the "Deposits – Electric" section of the Fee Manual for the fiscal year 2011-2012 subject to the City Attorneys revision. The policy and Ordinance have been amended consistent with this action.

PREVIOUS LEGISLATIVE ACTION

6/27/2011 Adoption of policy revision

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Electric Deposit Policy revision and Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: SR Concur _____ Recommend Denial _____ No Recommendation
5/7/13 Date

Deposits - Electric

Definition/Comments – Administration of deposits for electric utility customers

Fees Charged –

(a) *Residential.*

i. Any person or entity applying for electric services to be furnished to residential premises will have their credit checked using the Online Utility Exchange service. That credit information along with the history of usage at the service address, and the following schedules, will be used to determine if a deposit will be charged and, if so, the amount.

| | | |
|-----|------------------------------------|-------|
| (1) | Owners without electric heat..... | \$50 |
| (2) | Owners with electric heat..... | \$100 |
| (3) | Tenants without electric heat..... | \$100 |
| (4) | Tenants with electric heat..... | \$125 |

Or, at the City’s discretion, the City may charge a deposit in an amount equal to two-twelfths (2/12) of the average annual charges based on the utility billing history at the specific location of the service request.

ii. After applying the above criteria, deposits will be capped as follows:

- (1) Residential electric deposits will be capped at \$200 if the customer provides his/her social security number.
- (2) Residential electric deposits will be capped at \$300 if the customer does not provide his/her social security number.

iii. Such deposit requirements may be satisfied as follows.

- (1) A cash deposit or billed deposit over a period not to exceed three (3) months, which deposit shall be refunded by a credit to the customer’s account at the end of the first six (6) month period during which the customer has paid six (6) bills on time and service has not been disconnected for failure to pay and has not had any returned checks or drafts on the account;
- (2) Proof that the deposit refund requirements of subsection (a)(iii)(1) of this section have been met at another location within the City’s system for which the customer is responsible; or

(3) A personal, written guarantee of payment by a current City customer who has satisfied the deposit refund requirements of subsection (a)(iii)(1) of this section.

iv. *Increases.* A deposit may be increased or a new deposit may be required, at the City's discretion, after the customer fails to pay a bill in a timely manner three (3) times during any three (3) year period, has service terminated for nonpayment, or has a check or draft returned because of insufficient funds or a closed account. The amount of deposit resulting from any such increase or from the requirement of a new deposit shall be in accordance with the provisions of this section (a).

(b) *Commercial.*

i. Any person or entity applying for electric services to be furnished to commercial premises will have their credit checked using the Online Utility Exchange service. That credit information along with the history of usage at the service address will be used to determine if a deposit will be charged and, if so, the amount. Generally, a deposit for a commercial electric account shall be in an amount equal to two-twelfths (2/12) of the estimated annual charges at the service address. The initial deposit shall be based upon the City's estimate of the customer's anticipated, annual usage. After six (6) billing periods following the initial deposit, the customer's actual usage will be reviewed, and the deposit adjusted, to reflect such actual usage. If the amount of the deposit is decreased, the difference shall be credited to the customer's account. If the amount of the deposit is increased, the difference shall be billed to the customer. At any time after the first six (6) billing periods, the City reserves the right to adjust the then current deposit based upon the customer's actual usage during the preceding six (6) billing periods.

ii. Such deposit requirements may be satisfied as follows.

- (1) A cash deposit or billed deposit, which deposit shall be refunded by a credit to the customer's account at the end of the first twenty-six (26) month period during which the customer has paid at least twenty-four (24) bills on time and service has not been disconnected for failure to pay and has not had any returned checks or drafts on the account;
- (2) Proof that the deposit refund requirements of subsection (b)(ii)(1) of this section have been met at another location within the City's system for which the customer is responsible; or
- (3) A surety bond or letter of credit that is issued by an entity

satisfactory to the City, is in an amount equal to the amount of the required deposit, and is irrevocable for a period of at least twenty-four (24) months from the date of the application.

- iii. If the customer chooses to use its credit history at another location(s) to satisfy a deposit requirement, the customer shall designate such location(s). If service is disconnected at any such location for nonpayment, the City may disconnect service to any or all such locations where the customer is served until the customer pays its account(s) in full and otherwise meets the deposit requirements of this section (b).
- iv. *Increases.* A deposit may be increased or a new deposit may be required, at the City's discretion, after the customer fails to pay a bill in a timely manner three (3) times during any three (3) year period, has service terminated for nonpayment, or has a check or draft returned because of insufficient funds or a closed account. The amount of deposit resulting from any such increase or from the requirement of a new deposit shall be established, and be subject to later adjustment, in the same manner as an initial deposit is established, and subject to later adjustment, in accordance with this section (b).
- (c) *Contractors.* Building contractors requesting temporary electric services will not be required to provide a deposit. However, each building contractor or his representative will be required to make a written request that includes, among possibly other things, the date, the location of the service and the name in which the service is requested.
- (d) *Credit, refund, transfer.* When service is disconnected at the customer's request, any deposit on the account shall be credited to the customer's final bill. If there is any balance remaining in a deposit after such a credit is administered, the City will hold the final bill and mail it, along with a City check for such balance, to the customer at the address given by the customer. If the disconnected customer does not provide the City with a valid forwarding address, any such balance will be held for thirty (30) days at City Hall before being placed into an inactive status file. Deposit returns only apply to customers who move off the City's system entirely and not to those customers who transfer service from one location to another location within the City's system; in which case, the deposit shall be transferred with the service.
- (e) *Termination of service.* Customers may terminate electric services in person or by phone.

General Ledger Code - 35-90-2500-0000 Electric Consumer Meter Deposits

Previous Legislative Reference - (Code 1972, § 25-11; Code 1993, § 6-33; Ord. No. 86-23, § 1, 11-10-1986; Ord. No. 88-15, § 2, 11-14-1988; Ord. No. 93-2, § 2, 3-8-1993)

**AN ORDINANCE TO AMEND CHAPTER 10, ELECTRIC UTILITY,
SECTION 10-45: DEPOSITS
OF THE WASHINGTON CITY CODE**

WHEREAS, North Carolina General Statute § 160A-311 *et seq* grants municipalities the authority to operate public enterprises, including electric power generation, transmission, and distribution systems, as well as to adopt adequate and reasonable rules by ordinance.

WHEREAS, Chapter 10, Electric Utility, Article I, In General, Section 10-1, Authority of City Council, vests in City Council the duty to enact and enforce rules and regulations governing the management and control of City properties, including the electric utility.

WHEREAS, Chapter 10, Electric Utility, Article I, In General, Section 10-9, Service policies, provides that policies regarding the provision of electric service shall be adopted by City Council.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Washington, North Carolina as follows.

Section 1. That Chapter 10, Section 10-45 – Deposits, be replaced in its entirety with the following.

Sec. 10-45. Deposits.

(a) *Residential.*

i. Any person or entity applying for electric services to be furnished to residential premises shall make a deposit in accordance with a schedule as adopted from time to time and maintained in the City of Washington Fee Manual or, at the city's discretion, in an amount equal to two-twelfths (2/12) of the average annual charges based on utility billing history at the specific location of the service request. Such deposit requirements may be satisfied as follows:

- (1) A cash deposit or a billed deposit over a period not to exceed three (3) months, which deposit shall be refunded by a credit to the customer's account at the end of the first six (6) month period during which the customer has paid at least six (6) bills on time and service has not been disconnected for failure to pay and has not had any returned checks or drafts on the account;
- (2) Proof that the deposit refund requirements of subsection (a)(i)(1) of this section have been met at another location within the city's system for which the customer is responsible; or
- (3) A personal, written guarantee of payment by a

current city customer who has satisfied the deposit refund requirements of subsection (a)(i)(1) of this section.

- ii. *Increases.* A deposit may be increased or a new deposit may be required, at the city's discretion, after the customer fails to pay a bill in a timely manner three (3) times during any three (3) year period, has service terminated for nonpayment, or has a check or draft returned because of insufficient funds or a closed account. The amount of deposit resulting from any such increase or from the requirement of a new deposit shall be in accordance with the provisions in this section (a).

(b) *Commercial.*

- i. Any person or entity applying for electric services to be furnished to commercial premises may be required to make a deposit in an amount, if any, to be determined based on that person or entity's credit information along with the history of usage at the service address. Generally, a deposit shall be in an amount equal to two-twelfths (2/12) of the estimated annual charges at the service address. The initial deposit shall be based upon the city's estimate of the customer's anticipated, annual usage. After six (6) billing periods following the initial deposit, the customer's actual usage will be reviewed, and the deposit adjusted, to reflect such actual usage. If the amount of the deposit is decreased, the difference shall be credited to the customer's account. If the amount of the deposit is increased, the difference shall be billed to the customer. At any time after the first six (6) billing periods, the city reserves the right to adjust the then current deposit based upon the customer's actual usage during the preceding six (6) billing periods. Such deposit requirements may be satisfied as follows:

- (1) A cash deposit or billed deposit, which deposit shall be refunded by a credit to the customer's account at the end of the first twenty-six (26) month period during which the customer has paid at least twenty-four (24) bills on time and service has not been disconnected for failure to pay and has not had any returned checks or drafts on the account;
- (2) Proof that the deposit refund requirements of subsection (b)(i)(1) of this section have been met at another location within the city's system for which the customer is responsible; or
- (3) A surety bond or letter of credit that is issued by an

entity satisfactory to the city, is in an amount equal to the amount of the required deposit, and is irrevocable for a period of at least twenty-four (24) months from the date of the application.

- (ii) If the customer chooses to use its credit history at another location(s) to satisfy a deposit requirement, the customer shall designate such location(s). If service is disconnected at any such location for nonpayment, the city may disconnect service to any or all such locations where the customer is served until the customer pays its account(s) in full and otherwise meets the deposit requirements of this section.
- (iii) *Increases.* A deposit may be increased or a new deposit may be required, at the City's discretion, after the customer fails to pay a bill in a timely manner three (3) times during any three (3) year period, has service terminated for nonpayment, or has a check or draft returned because of insufficient funds or a closed account. The amount of deposit resulting from any such increase or from the requirement of a new deposit shall be established, and be subject to later adjustment, in the same manner as an initial deposit is established, and subject to later adjustment, in accordance with this section (b).
- (c) *Contractors.* Building contractors requesting temporary electric services will not be required to provide a deposit. However, each building contractor or his representative will be required to make a written request that includes, among possibly other things, the date, the location of the service and the name in which the service is requested.
- (d) *Credit, refund, transfer.* When service is disconnected at the customer's request, any deposit on the account shall be credited to the customer's final bill. If there is any balance remaining in a deposit after such a credit is administered, the city will hold the final bill and mail it, along with a city check for such balance, to the customer at the address given by customer. If the disconnected customer does not provide the city with a valid forwarding address, any such balance will be held for thirty (30) days at City Hall before being placed into an inactive status file. Deposit returns only apply to customers who move off the city's system entirely and not to those customers who transfer service from one location to another location within the City's system; in which case, the deposit shall be transferred with the service.
- (e) *Termination of service.* Customers may terminate electric services in person or by phone.

Section 2. All ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective _____, 2013

This the _____ day of _____ 2013.

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: May 13, 2013
Subject: Impressions Lease Assignment
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council approve and authorize as well as ratify the Mayor's execution of the attached Assignment and Assumption of Lease Agreement.

BACKGROUND AND FINDINGS:

Impressions is being acquired by idX Corporation and has requested to have the lease assigned. A revised lease will be negotiated in the near future.

Exhibit A of the Assignment is the existing lease with Impressions and has been omitted from the agenda.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Lease Assignment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: MR Concur _____ Recommend Denial _____ No Recommendation
5/7/13 Date May 13, 2013
Page 116 of 133

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Assignment”) is made, entered into and executed in triplicate originals as of the _____ day of _____, 20__ by and between Impressions Marketing Group, Inc., a Virginia corporation, with offices located at 7951 Angleton Court, Lorton, Virginia 22079 (“Assignor”); idX Corporation, a Delaware corporation, whose address is 3451 Rider Trail South, Earth City, Missouri 63045 (“Assignee”); and the City of Washington, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, whose address is Post Office Box 1988, 102 East Second Street, Washington, North Carolina 27889 (“Landlord”).

WITNESSETH

WHEREAS, by Lease dated April 1, 2011 (“Lease”), Landlord leased to Assignor certain real property described therein (“Premises”), a copy of which Lease is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth.

WHEREAS, Assignor is the current Tenant under said Lease and desires to assign to Assignee all of its right, title and interest under the Lease, and Assignee desires to assume the Assumed Obligations (as hereinafter defined).

NOW, THEREFORE, 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 valuable consideration paid and to be paid, Assignor does hereby assign unto Assignee, and Assignee does hereby accept from Assignor, that certain tract or parcel of land more particularly described in said Lease.

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

1. Assignment of Lease. Effective as of _____, 2013 (“Assignment Commencement Date”), Assignor does hereby assign, transfer, and set over unto Assignee all of the right, title and interest of Assignor in, to and under the Lease as herein modified. Assignor, simultaneously herewith, assigns to Assignee, all of Assignor’s right, title, and interest in and to the leasehold improvements and all remaining tangible personal property (if any) located in or on the Premises including, without limitation, equipment, office supplies, furniture and fixtures (collectively, the “Assigned Property”).

Assignee hereby assumes and accepts the foregoing assignments on the terms and conditions set forth herein and, effective upon the Assignment Commencement Date, Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations of the Lease on the part of the Assignor to be kept, observed and performed, including, without limitation, the payment of all rent, supplemental rent, additional

costs, payments and charges which accrue after the date hereof (collectively, the "Assumed Obligations"), with the same force and effect as if the Assignee instead of Assignor had originally signed the Lease, and agrees that it shall from and after the Assignment Commencement Date be liable to Landlord and its respective successors and assigns, for any failure to keep, observe or perform the same.

Assignor and Assignee, by their execution below, do hereby acknowledge their joint and several liability to Landlord under the Lease, and agree and acknowledge that their joint and several liability to Landlord thereunder is not waived, discharged, modified, released, amended or otherwise altered by the assignment described herein except as hereinafter set forth.

Notwithstanding the assignment of the Lease to Assignee or anything to the contrary in this Assignment, Assignor shall remain fully liable during the unexpired term and any extended term of the Lease for the obligations of Tenant thereunder.

2. Assignee agrees to indemnify, defend and hold harmless Assignor and all its affiliates, subsidiaries, related corporations, related partnerships, officers, directors, employees and agents from and against any and all liabilities, claims, suits, actions, losses, damages, penalties, costs and expenses (including, without limitation, attorneys' fees and disbursements) due to or arising out of or related to Assignee's use, possession or occupancy of the Premises and/or the Assigned Property; the exercise of any rights with respect to the Lease, the Premises and/or the Assigned Property; and/or any failure to keep, observe and perform the Assumed Obligations with respect to any period from and after the Assignment Commencement Date.

3. Assignor agrees to indemnify, defend and hold harmless Assignee and all its affiliates, subsidiaries, related corporations, related partnerships, officers, directors, employees and agents from and against any and all liabilities, claims, suits, actions, losses, damages, penalties, costs and expenses (including, without limitation, attorneys' fees and disbursements) due to or arising out of or related to Assignor's use, possession or occupancy of the Premises and/or the Assigned Property; the exercise of any rights with respect to the Lease, the Premises and/or the Assigned Property; and/or any failure to keep, observe and perform the terms, covenants, agreements, conditions and obligations of the Lease on the part of the Assignor to be kept, observed and performed with respect to any period prior to the Assignment Commencement Date.

4. This Agreement shall bind and inure to the benefit of Assignor, Assignee, and their respective, permitted successors and assigns.

5. Assignor represents and warrants that the Lease is currently in full force and effect and constitutes the entire agreement between Landlord and Assignor.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof and all of which shall be considered one and the same instrument.

7. The parties hereto expressly acknowledge that the Lease and this Assignment are subject and subordinate to the Installment Financing Contract by and between PNC Bank National Association, a national banking association, [formerly RBC Bank (USA)] and the City of

Washington, North Carolina dated July 19, 2011; the Deed of Trust and Security Agreement (Future Advances) dated July 19, 2011 by and between the City of Washington, CB Services Corp., as trustee, and PNC Bank National Association, a national banking association, [formerly RBC Bank (USA)] recorded in Deed Book 1757, Page 018 and re-recorded in Deed Book 1760, Page 245, of the Beaufort County Registry; and the Subordination, Non-Disturbance and Attornment Agreement dated July 19, 2011 between Impressions Marketing Group, Inc., the City of Washington, and PNC Bank National Association, a national banking association, [formerly RBC Bank (USA)] recorded in Deed Book 1757, Page 518 of the Beaufort County Registry. Said Installment Financing Agreement; Deed of Trust and Security Agreement (Future Advances); and Subordination, Non-Disturbance and Attornment Agreement are incorporated herein by reference as if fully set forth.

8. The parties hereto expressly acknowledge that Landlord joins in the execution of this Assignment for the purposes of 1) acknowledging Landlord's written consent to this Assignment and 2) establishing privity of contract with Assignee in order for Landlord to have the legal right, in its discretion, to enforce the terms of the Lease against Assignor and/or Assignee.

9. The parties hereto expressly acknowledge that PNC Bank National Association, a national banking association, joins in the execution of this Assignment for the sole purpose of acknowledging PNC Bank National Association's written consent to this Assignment.

IN WITNESS WHEREOF, each party to this Assignment caused it to be executed by their duly authorized officers and/or agents as of the date referenced hereinabove.

[Signatures Begin on Following Page]

PRE-AUDIT CERTIFICATE

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

THE CITY OF WASHINGTON

MATT RAUSCHENBACH,
Chief Financial Officer

ASSIGNOR:
IMPRESSIONS MARKETING GROUP, INC.,
a Virginia corporation

(corporate seal)

ATTEST:

By: _____
Eric Gerber, Chief Executive Officer

_____, _____

ASSIGNEE:
IDX CORPORATION,
a Delaware corporation

(corporate seal)

ATTEST:

By: _____
Terry Schultz, Chief Executive Officer

_____, _____

LANDLORD:
CITY OF WASHINGTON,
a North Carolina municipal corporation

(corporate seal)

ATTEST:

By: _____
N. Archie Jennings, III, Mayor

Cynthia S. Bennett, City Clerk

PNC Bank National Association executes this Assignment to evidence its consent thereto:

**PNC BANK NATIONAL ASSOCIATION,
a national banking association**

By: _____
**Robert Ashbaugh,
Vice President, Public Finance**

[Notary Acknowledgements Begin On Following Page]

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged that he/she is _____ of the **IMPRESSIONS MARKETING GROUP, INC.**, a Virginia corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by _____, as _____.

Witness my hand and official seal, this the _____ day of _____, 2013.

NOTARY PUBLIC

My Commission expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged that he/she is _____ of the **IDX CORPORATION**, a Delaware corporation, and that by authority duly given and as the act of the limited liability corporation, the foregoing instrument was signed by _____, as _____.

Witness my hand and official seal, this the _____ day of _____, 2013.

NOTARY PUBLIC

My Commission expires: _____

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 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 _____, 2013.

NOTARY PUBLIC

My Commission expires: _____.

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that **ROBERT ASHBAUGH**, who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged that he is Vice President, Public Finance of **PNC BANK NATIONAL ASSOCIATION**, a national banking association, and that by authority duly given and as the act of the association, the foregoing instrument was signed by **ROBERT ASHBAUGH**, as Vice President, Public Finance.

Witness my hand and official seal, this the _____ day of _____, 2013.

NOTARY PUBLIC

My Commission expires: _____



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: May 13, 2013
Subject: idX Landlord Lien Subordination Agreement
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council approve and authorize as well as ratify the Mayor's execution of the attached Landlord Lien Subordination Agreement.

BACKGROUND AND FINDINGS:

Impressions is being acquired by idX Corporation and has requested a landlord lien subordination agreement.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Landlord Lien Subordination Agreement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: MR Concur _____ Recommend Denial _____ No Recommendation
5/13/13 Date

LANDLORD LIEN SUBORDINATION AGREEMENT

THIS LANDLORD LIEN SUBORDINATION AGREEMENT (this "Agreement"), executed and delivered as of this _____ day of May, 2013, by and among the CITY OF WASHINGTON, a municipal corporation organized under the laws of the State of North Carolina ("Landlord"), IDX CORPORATION, a Delaware corporation, and IDX IMPRESSIONS, LLC, a Delaware limited liability company ("Company"), WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent ("Revolving Loan Agent") for certain lenders ("Revolving Loan Lenders") and LBC CREDIT PARTNERS III, L.P., in its capacity as administrative agent ("Term Loan Agent"; and together with Revolving Loan Agent, "Agents" and each, an "Agent") for certain lenders (the "Term Loan Lenders").

WITNESSETH

WHEREAS, Revolving Loan Agent, Revolving Loan Lenders, Company and certain affiliates of Company are entering, and may from time to time hereafter enter, into various agreements, instruments and documents (as amended, restated, supplemented or otherwise modified from time to time, collectively the "Revolving Loan Documents") providing for Revolving Loan Lenders to make or cause to be made certain financial accommodations for the benefit of Company and/or its affiliates (the "Revolving Loans"; and

WHEREAS, Term Loan Agent, Term Loan Lenders, Company and certain affiliates of Company are entering, and may from time to time hereafter enter, into various agreements, instruments and documents (as amended, restated, supplemented or otherwise modified from time to time, collectively the "Term Loan Documents", and together with the Revolving Loan Documents, the "Loan Documents") providing for Term Loan Lenders to make or cause to be made certain financial accommodations for the benefit of Company and/or its affiliates (the "Term Loans");

WHEREAS, to secure payment and performance of all of Company's obligations and liabilities to Revolving Loan Lenders under the Revolving Loan Documents and to the Term Loan Lenders under the Term Loan Documents, Agents, Revolving Loan Lenders and the Term Loan Lenders have required that Company separately grant to Revolving Loan Agent, on behalf of Revolving Loan Lenders, and to Term Loan Agent, on behalf of the Term Loan Lenders, a continuing security interest in all of Company's existing and hereafter acquired property, including without limitation, cash, cash equivalents, goods, inventory, machinery, equipment and furniture, together with all additions, substitutions, replacements and improvements to, and all proceeds of, the foregoing (collectively, such property, the "Collateral"); and

WHEREAS, all or some of the Collateral is now or from time to time hereafter may be located at the premises known as 234 Springs Road, Washington, North Carolina (the "Premises"), which Premises are owned and leased by Landlord to Company pursuant to a certain Lease dated April 1, 2011 between Landlord and Impressions Marketing Group, Inc. (said Lease, together with any and all renewals, extensions, amendments, modifications, substitutions, and replacements thereof, being hereinafter referred to as the "Lease"), which Lease was assigned by Impressions Marketing Group, Inc. to Company;

WHEREAS, as a condition to making loans or advances under the Revolving Loan Documents, Revolving Loan Lenders have required Landlord to execute and deliver this Agreement; and

WHEREAS, as a condition to making loans or advances under the Term Loan Documents, Term Loan Lenders have required Landlord to execute and deliver this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby covenants and agrees with Agents, Revolving Loan Lenders and the Term Loan Lenders as follows:

A. Landlord hereby certifies, as of the date hereof, that (a) the Lease is in full force and effect and has not been amended, modified or supplemented, (b) Landlord has no knowledge of any defense, offset, claim or counterclaim by or in favor of Landlord against Company under the Lease or against the obligations of Landlord under the Lease, and (c) to the knowledge of Landlord, there is no default by Company in the performance of any of its obligations under the Lease.

B. Landlord agrees to provide each Agent with (a) a copy of any cancellation, amendment, consent, or waiver under the Lease, and (b) written notice of any default by Company under the Lease (a "Default Notice") at the same time as it sends such notice to Company; provided, that (i) each Agent shall have at least thirty (30) days following receipt of such Default Notice to cure such default before the Lease terminates, and (ii) no Agent shall be under any obligation to cure any default by Company under the Lease. No action by any Agent pursuant to this Agreement shall constitute or be deemed to be an assumption by such Agent of any obligation under the Lease, and no Agent shall have any such obligation to Landlord.

C. Landlord agrees that the Collateral is and shall remain personal property notwithstanding the manner or mode of the attachment of any item of Collateral to the Premises, and is not, and shall not become, or be deemed to be, fixtures.

D. During the period commencing on the date the Revolving Loan Lenders and Term Loan Lenders make the Revolving Loan and Term Loan, respectively, and ending on the date such Revolving Loan or Term Loan is repaid in full and all commitments to lend have been terminated, Landlord agrees that any liens of Landlord in the Collateral shall be subject and subordinate to the liens of each Agent in the Collateral. Either Agent may enter upon the Premises during normal business hours (upon at least one (1) business day prior written notice if Company is not in possession of the Premises) to inspect, remove, prepare for sale, advertise, display or sell the Collateral, or any part thereof, from the Premises while such Agent is in possession of the Premises. Such right to enter the Premises shall terminate no later than one hundred twenty (120) days after Landlord's receipt of written notice from either Agent that such Agent intends to enter the Premises. Upon the expiration of any such 120-day period, Landlord shall have the option, but shall not be obligated, to move any Collateral located on the Premises to another site and to store such Collateral there, and solely to the extent such storage is requested by either Agent at such Agent's sole cost and expense. If an Agent exercises its right to enter the Premises, such Agent shall pay to Landlord all non-default basic rent payable by Company under the Lease for any period that such Agent occupies the Premises pursuant to this Agreement prior to or concurrently with the Agent's entry upon the Premises at the monthly rates then payable under the Lease, pro-rated on the basis of a thirty (30) day month. Such Agent shall promptly, at such Agent's sole cost and expense, repair to Landlord's reasonable satisfaction or pay reasonable compensation to Landlord for damages, if any, to the Premises caused by removal of Collateral by the Agent prior to the terminating of the Lease or removal of Company from the Premises by Landlord. All repairs shall be accomplished in a good and workmanlike manner without personal injury, property damage or liens.

E. Company agrees to give Landlord written notice of any default of Company under the Guaranty and Security Agreement within ten (10) days of such default unless such default is permissibly and wholly cured within such time period.

F. Company hereby (i) consents to the provisions of this Agreement, (ii) waives any and all rights or claims it may have under or by virtue of the Lease, or at law or in equity, with respect to any breach of Company's quiet enjoyment in and to the Premises or any interference with Company's operations in or about the Premises in any way related to or arising from any Agent's or Landlord's exercise of its rights granted herein or under the Lease, (iii) agrees that it shall not have any right to any rental abatement, deduction or offset against rental payments payable by Company under the Lease by virtue of any Agent's or Landlord's exercise of its rights granted herein, and (iv) agrees that upon the expiration of the term of the Lease or the earlier termination thereof to (a) promptly remove or cause the removal of the Collateral from the Premises, and (b) promptly and fully repair any damage to the Premises, the building and/or the project in which the Premises is located, arising from the installation or removal of the Collateral in and from the Premises and to fully restore the Premises to a good, clean and safe condition and to Landlord's reasonable satisfaction

G. Miscellaneous Provisions

1. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

3. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the US Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

4. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

6. Revolving Loan Agent and Term Loan Agent hereby agree as between themselves that the exercise of rights and remedies by either Agent under this Agreement shall be subject to the terms of that certain Intercreditor Agreement dated as of March 26, 2013 between Revolving Loan Agent and Term Loan Agent (the "Intercreditor Agreement"). The Landlord shall have no duty to

confirm whether or not any action taken by either of the Revolving Loan Agent or the Term Loan Agent hereunder is in compliance with the Intercreditor Agreement.

7. Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by U.S. mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery, or by facsimile or e-mail transmission. If to Landlord, notices shall be sent to:

If to Revolving Loan Agent: **WELLS FARGO BANK, NATIONAL ASSOCIATION**
150 South Wacker Drive
Suite 2200
Chicago, Illinois 60606
Attention: Portfolio Manager for IDX
Fax No.: (312) 332-0424

If to Term Loan Agent: **LBC CREDIT PARTNERS III, L.P.**
Cira Centre
2929 Arch Street, Suite 1550
Philadelphia, Pennsylvania 19104-7340
Attention: Portfolio Manager - IDX
Fax No.: (215) 609-3344

If to Landlord: **CITY OF WASHINGTON**
102 East Second Street
Washington, North Carolina 27889
Attention: City Manager
Fax No.: (252) 974-6461

If to Company: **c/o IDX CORPORATION**
3451 Rider Trail South
Earth City, Missouri 63045
Attn: Fritz Baumgartner
Fax No.: (314) 739-4129

Notices as aforesaid shall be effective upon the earlier of actual receipt (or rejection of receipt), or twenty-four (24) hours after deposit with the messenger or delivery service, or the next business day after delivery to an overnight delivery service, or within three (3) days after the deposit in the U.S. mail, or upon confirmation of transmission by facsimile. If any party changes its address, such change of address shall not be effective as to the other parties unless and until such party notifies the other parties of its new street address by one of the above described means of delivery.

8. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.

9. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof and all prior agreements, representations, and understandings between the parties other than the Lease, whether oral or written, are deemed null and void, all of the foregoing having been merged into this Agreement. The parties acknowledge that each party and/or its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are

to be resolved against the drafting party shall be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

10. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

11. Time is of the essence of this Agreement. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (Central Time) on such date or dates.

12. The Landlord's agreement to allow Agents to come onto the Premises shall not act as a waiver, suspension or termination of any or all of the rights or remedies Landlord may have against Company by reason of any default by Company under the Lease, other than as specifically provided herein.

IN WITNESS WHEREOF, Landlord, Revolving Loan Agent, Term Loan Agent and Company have executed this Agreement as of the date set forth above.

REVOLVING LOAN AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as administrative agent for the Revolving Loan Lenders

By: _____

Its: _____

Date: _____

TERM LOAN AGENT:

LBC CREDIT PARTNERS II, L.P.

as administrative agent for the Term Loan Lenders

By: _____

Its: _____

Date: _____

COMPANY:

IDX CORPORATION, a Delaware corporation

By: _____

Its: _____

Date: _____

IDX IMPRESSIONS, LLC, a Delaware limited liability company

By: _____

Its: _____

Date: _____

PRE-AUDIT CERTIFICATE

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

THE CITY OF WASHINGTON

MATT RAUSCHENBACH,
Chief Financial Officer

LANDLORD:

CITY OF WASHINGTON, a North Carolina municipal corporation

ATTEST:

By:

N. Archie Jennings, III, Mayor

Cynthia S. Bennett, City Clerk

Date:



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Josh Kay, City Manager
Date: May 13, 2013
Subject: Appointment of Matt Rauschenbach as Acting City Manager
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that Council appoint Matt Rauschenbach as the Acting City Manager for the period of May 24, 2013 through June 30, 2013 and that he be empowered with all of the duties and responsibilities of the Office of City Manager as set forth in the City Charter, Washington Code of Ordinances, and North Carolina General Statutes.

BACKGROUND AND FINDINGS:

The last working day for City Manager Josh Kay is May 24, 2013. Newly appointed City Manager Brian Alligood does not start his official duties until July 1, 2013. It is recommended that Matt Rauschenbach be appointed as the Acting City Manager during the period May 24, 2013 through June 30, 2013 and that during this time that he be empowered with all of the duties and responsibilities of the Office of City Manager as set forth in the City Charter, Washington Code of Ordinances, and North Carolina General Statutes.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK Concur _____ Recommend Denial _____ No Recommendation
5/2/13 Date May 13, 2013
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